

Mayor and Council Executive Session, Special Session (23rd Voting Session) and Work Session October 21, 2025 Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."

"The City of Hagerstown shall be a community focused municipality"

3:00 PM EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

3:00 PM The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

4:00 PM SPECIAL SESSION

1. Introduction of an Ordinance: Authorizing the purchase of an easement over a portion of that certain parcel of real property located at 703-705 Mt. Aetna Road, Hagerstown Maryland
2. Approval of an Amendment to FY2026 CDBG Annual Action Plan--Reallocation of Funding to Wheaton Park Phase II
3. Approval of a Resolution: FY2026 CDBG Subrecipient Agreements
4. Approval of a Resolution: Accept an Offer from LP1, LLC a Limited Liability Company for a Deed of Easement and Maintenance Agreement Located near Hebb Road, Hagerstown, Maryland (Sanitary Sewer)
5. Approval of a Resolution: Accept the Offer of a Deed of Easement and Maintenance Agreement located on Breckenridge Drive, Hagerstown, Maryland from LP1, LLC (Water)
6. Approval of a Resolution: Accept the Offer of Deed of Easement and Maintenance Agreement Located on Breckenridge Drive, Hagerstown, Maryland from Sunshine Development 25 LLC (Water)
7. Approval of a Resolution: Accept the Offer of a Deed of Easement and Maintenance Agreement located on Hebb Road, Hagerstown, Maryland from Bonnie V. Lewis (Sanitary Sewer)

4:00 PM WORK SESSION

- 4:15 PM** 1. Proclamations: Breast Cancer Awareness Month, Domestic Violence Awareness Month and National Hispanic Heritage Month
- 4:20 PM** 2. Preliminary Agenda Review
- 4:30 PM** 3. Collective Bargaining Agreement with IAFF Local 1605 - *Don Francis, Director of Human Resources*

- 4:50 PM** 4. Rezoning Application - Lorch Tract- ZM-2025-02 - 1912 Day Road - *Stephen Bockmiller; Deputy Director for Planning & Zoning Administration*
- 5:05 PM** 5. Electric Fund FY24 Cost of Service and Retail Rates -- *Nathan Fridinger; Deputy Director of Electric Operations, Nancy Hausrath, Director of Utilities, and Francesca Winter with GDS Associates*
- 5:20 PM** 6. Wholesale Power Contract -- *Nathan Fridinger; Deputy Director of Electric Operations and Nancy Hausrath, Director of Utilities*
- 5:35 PM** 7. Water and Wastewater Rate Model Update - *Nancy Hausrath, Director of Utilities*
- 5:55 PM** 8. Review of Amendments for Speed Camera Fine Schedule: City Code 60-17 – *Chief Paul 'Joey' Kifer and Lt. Andrew Lewis*
- 6:05 PM** 9. Lodging Out of Doors Ordinance 60 Day Update – *Chief Paul "Joey" Kifer, Sgt. Edward Plummer, and Lt. Andrew Lewis*
- 6:15 PM** 10. Discuss the Re-Opening of Bethel Street Substation – *Mayor and City Council and Cathy Santiago Discussion*
- 6:30 PM** 11. Health Dept Discussion – Pros/Cons of Harm Reduction Program – *Mayor and City Council Discussion*
- 6:45 PM** 12. Discussion of Homeless Outreach and Youth Mentoring Teams – *Mayor and City Council Discussion*
- 7:00 PM** 13. Funding Support for the Washington County Historical Society – *Jill Thompson, Director of Planning and Economic Development*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

October_21__2025_Executive_Session.pdf

Description

Executive Session Agenda



MAYOR AND CITY COUNCIL EXECUTIVE SESSION OCTOBER 21, 2025 AGENDA

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“The City of Hagerstown shall be a community focused municipality.”

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

3:00 p.m. EXECUTIVE SESSION

1. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)

** Purchase offer for City of Hagerstown owned property*

2. To consider the acquisition of real property for a public purpose and matters directly related thereto; (#3)

** Acquisition of Property*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)
(Subsection is noted in parentheses)**

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: October 21, 2025

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 p.m.

AUTHORITY: **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE:** **Section 3-305(b) :**

1. To discuss:
 - ☐ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☒ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☒ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☐ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

EXECUTIVE SESSION AGENDA

*City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617*

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Authorizing the purchase of an easement over a portion of that certain parcel of real property located at 703-705 Mt. Aetna Road, Hagerstown Maryland

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Antietam_Creek_Easement_703-705_Mt._Aetna_Road.pdf

Description

Motion: 703-705 Mt. Aetna Road

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 21, 2025

TOPIC: **INTRODUCTION OF AN ORDINANCE: AUTHORIZING THE PURCHASE OF AN EASEMENT OVER A PORTION OF THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 703-705 MT. AETNA ROAD, HAGERSTOWN, MARYLAND**

Charter Amendment

Code Amendment

✓ Ordinance

Resolution

Other

MOTION: I hereby move for the Mayor and Council to introduce an ordinance authorizing the purchase of an easement over a portion of that certain parcel of real property located at 703 – 705 Mt. Aetna Road, Hagerstown, Maryland. The purchase price of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) is to be paid from the Fund Balance Reserve.

DATE OF INTRODUCTION:	OCTOBER 21, 2025
DATE OF PASSAGE:	OCTOBER 28, 2025
EFFECTIVE DATE:	NOVEMBER 28, 2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT OVER
A PORTION OF THAT CERTAIN PARCEL OF REAL PROPERTY
LOCATED AT 703-705 MT. AETNA ROAD, HAGERSTOWN, MARYLAND (TM 311,
PARCEL 973; TAX ACCT. NO. 17-025759, liber 7170, folio 202) :
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PROPERTY ACQUISITION AGREEMENT BY AND BETWEEN THE CITY AND
THE SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE
18th DAY OF MAY, 2022**

RECITALS

WHEREAS, **THE SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18TH DAY OF MAY, 2022**, a Maryland Trust (hereinafter sometimes referred to as “Seller”) is the owner of that certain parcel of unimproved real property located at 703-705 Mt. Aetna Road, Hagerstown, Maryland (TM 311, PARCEL 973; TAX ACCT. NO. 17-025759, liber 7170, folio 202) (hereinafter, the “Property”).

WHEREAS, the **CITY OF HAGERSTOWN, MARYLAND**, is a Maryland Municipal Corporation (“the City”) which constructs, operates and maintains recreational facilities for its Citizens;

WHEREAS, the City is the owner of that certain parcel of unimproved recreational real property consisting of 0.5 acres and located on Mt. Aetna Road, Hagerstown, Washington County, Maryland (TM 311, Parcel 956; Tax Acct. No. 17-022334, Liber 220, folio 462) (the “**City Property**”), which is adjacent to the Property;

WHEREAS, the City desires to construct, for the benefit of the public in general, a public walkway from the City Property over a portion of the Property to the Antietam Creek (the “Public Walkway”). The portion of the Property which the City desires to occupy exclusively to construct the Public Walkway is depicted on drawing entitled “Public Walkway Easement for the City of Hagerstown Concept 05-07-2025,” attached hereto as Exhibit A on the attached Property Acquisition Agreement;

WHEREAS, to facilitate the public’s access to the Antietam Creek, the City desires to acquire a perpetual easement over, across, and through portions of the Property (the “Easement”), for the purpose of constructing and maintaining the Public Walkway. The particular portion of the Property to be conveyed as an easement area to the City is shown and described on Exhibit A as *Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown*;

WHEREAS, the City’s acquisition of the Easement shall not relieve the Seller of its obligation to maintain, repair and/or replace the weir which is located on the Property. The City shall have no obligation with respect to the weir, and the Seller shall indemnify and hold harmless the City with respect to any liability stemming from the weir. This provision shall survive closing; and

WHEREAS, in exchange for the Seller's conveyance of the Easement, the City shall pay the Seller the sum of TWENTY THOUSAND DOLLARS and 00/100 CENTS (\$20,000.00) (the "Payment"). The City's payment to the Seller shall occur at Closing;

WHEREAS, the City has applied for Program Open Space Funds through the State of Maryland to fund the Payment and other costs related to the acquisition of the easement over the Property. Even should the POS funds not be awarded, the City shall still move forward with the purchase of the Easement over the Property;

WHEREAS, attached hereto and incorporated herein is a Property Acquisition Agreement, including Exhibits A and B, for the purchase of an easement over, across, under and through portions of the Pivovar Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Property Acquisition Agreement.

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the City's acquisition of the Easement pursuant to the terms of the attached Property Acquisition Agreement is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Property Acquisition Agreement with the Sergey Pivovar Revocable Living Trust Date the 18th Day of May, 2022 a copy of which (including Exhibits A and B) is attached hereto and incorporated hereby reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Property Acquisition Agreement.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

William B. McIntire, Mayor

Date of Introduction: October 21, 2025
Date of Passage: October 28, 2025
Effective Date: November 28, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PROPERTY ACQUISITION AGREEMENT

THIS PROPERTY ACQUISITION AGREEMENT (this "**Agreement**") is entered into this _____ day of _____ 2025 (the "**Effective Date**"), by and between the **SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18th DAY OF MAY, 2022**, a Maryland Trust (hereinafter sometimes referred to as "Seller"); and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as "Buyer" or "City").

RECITALS

A. Seller is the owner of that certain parcel of unimproved real property consisting of 2.9633 acres and located at 703-705 Mt. Aetna Road, Hagerstown, Washington County, Maryland 21740 (TM 311, Parcel 973; Tax Acct. No. 17-025759, Liber 7170, folio 202) (the "**Property**");

B. The City is the owner of that certain parcel of unimproved real property consisting of 0.5 acres and located on Mt. Aetna Road, Hagerstown, Washington County, Maryland (TM 311, Parcel 956; Tax Acct. No. 17-022334, Liber 220, folio 462) (the "**City Property**");

C. The City desires to construct, for the benefit of the public in general, a walkway from the City Property over a portion of the Property to the Antietam Creek (the "Public Walkway"). The portion of the Property which the City desires to occupy exclusively to construct the Public Walkway is depicted on drawing entitled "Public Walkway Easement for the City of Hagerstown Concept 05-07-2025," attached hereto as Exhibit A;

D. To facilitate the public's access to the **Antietam Creek**, the City desires to acquire a perpetual easement over, across, and through portions of the Property (the "**Easement**"), for the purpose of constructing and maintaining the Public Walkway. The particular portion of the Property to be conveyed as an easement area to the City is shown and described on Exhibit A as *Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown*;

E. The City's acquisition of the Easement shall not relieve the Seller of its obligation to maintain, repair and/or replace the weir which is located on the Property. The City shall have no obligation with respect to the weir, and the Seller shall indemnify and hold harmless the City with respect to any liability stemming from the weir. This provision shall survive closing; and

F. In exchange for the Seller's conveyance of the Easement, the City shall pay the Seller the sum of TWENTY THOUSAND DOLLARS and 00/100 CENTS (\$20,000.00) (the "**Payment**"). The City acknowledges that it is responsible for any and all applicable permit

fees required in connection with the construction of the Public Walkway. The City's payment to the Seller shall occur at Closing.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals and Defined Terms.** The parties agree that the foregoing Recitals are true, complete, and hereby incorporated by reference.
2. **Consideration.** The City agrees to acquire and Seller agrees to convey the Easement over, across, under and through the Property for the Payment,
3. **Closing.** Closing on the transfer of the Easement from Seller to the City (the "**Closing**") shall occur within FIFTEEN (15) days immediately following satisfaction of the Closing Conditions (defined below). No later than FIVE (5) days prior to Closing, the City shall provide to Seller a Deed of Easement and Maintenance Agreement as to the Public Walkway, the form of which is attached hereto as **Exhibit B**. At Closing, Seller shall deliver *inter alia* the final Deed of Easement. Each party shall be responsible for its own attorney's fees. It is the parties mutual understanding that, as an instrument of writing transferring property to a political subdivision of the State of Maryland, the Deed of Easement shall be exempt from recordation tax (MD Code, Tax-Property, §12-108(a)(1)); transfer tax (MD Code, Tax-Property, §13-207(a)(1)); and agricultural transfer tax (MD Code, Tax-Property, §13-305(h)).
4. **Title.** Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("**Commitment**") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses or Buyer becomes aware of any lien on the Property created by Seller that can be discharged or satisfied by the payment of money ("**Monetary Title Matters**"), Seller shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If Seller fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy the same. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; and (ii) such matters appearing on the Commitment to which Buyer shall fail to object (collectively, the "**Permitted**

Exceptions"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which Seller is required to remedy as aforesaid), Buyer shall notify Seller thereof within thirty (30) days after the Effective Date (the "**Objection Notice**"). Within ten (10) days after receipt of the Objection Notice, Seller shall notify Buyer in writing, whether Seller shall undertake to cure such unacceptable exception(s). In the event Seller elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party, and (ii) neither Buyer nor Seller shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

5.1 **Enforceability: Authorization.** This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller and enforceable against Seller in accordance with its terms. Seller has obtained all consents necessary for, and possesses full authority and legal right to authorize Seller's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby. Other than this Agreement, there are no other oral or written agreements relating to the use, occupancy or possession of the Property that would prohibit, interfere or in any way restrict Buyer's use thereof.

5.2 **Ownership of the Property.** Seller is the fee simple record and beneficial owner of the Property. No person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Property.

5.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party.

5.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date. **Seller expressly understands that the consent of the Maryland Department of Natural Resources ("DNR") shall be required in order for Buyer to enter into to this Agreement. Buyer shall diligently pursue said consent and shall immediately inform Seller of the decision of the DNR.**

5.5 Condemnation, Violation of Laws, Etc. Seller has not received notice of, and, to Seller's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or any certificate(s) of occupancy issued for the Property.

5.6 Flood Hazard Area. To the best of Seller's actual knowledge with no duty to investigate further, a portion of the Property is located in an area designated by any governmental entity as a flood hazard area.

5.7 Hazardous Conditions.

(i) During Seller's ownership there have been no, and there are no pending or, to the best of Seller's actual knowledge, threatened: (A) claims, complaints, notices, or requests for information received by Seller with respect to any alleged violation of any Environmental Law with respect to the Property, or (B) claims, complaints, notices, or requests for information to Seller regarding potential or alleged liability under any Environmental Law with respect to the Property.

(ii) To the best of Seller's actual knowledge with no duty to investigate, no conditions exist at, on, or under the Property that, with the passage of time or the giving of notice or both, would constitute a Hazardous Condition or give rise to liability under any Environmental Law.

(iii) Seller has not received notice of any violation of any orders, directives, requirements, permits, certificates, approvals, licenses, and other authorizations relating to Environmental Laws with respect to the Property.

(iv) To the best of Seller's actual knowledge with no duty to investigate there are no aboveground tanks in excess of 275 gallon storage capacity or any underground storage tanks (collectively, "USTs") located on or in the Property. Seller has not removed or abandoned any USTs on or in the Property and Seller has no knowledge of the existence, abandonment or removal of USTs from the Property.

For purposes of this Agreement, the following terms shall have the meaning as indicated:

"Environmental Law" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§9601 et seq.) as amended; (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended; (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.) as amended; (v) the Clean Water Act (33 U.S.C. §§ 1251 et seq.) as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.) as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.) as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (x) any state, county, municipal or local statutes, laws or ordinances similar or analogous to the statutes listed in parts (i) - (ix) of this definition; (xi) any amendments to the statutes, laws or ordinances listed in parts (i) - (x) of this definition, regardless of whether the same are in existence on the date hereof; (xii) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or to implement the statutes, laws, ordinances and amendments listed in parts (i) - (xi) of this definition; and (xiii) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like relating to environmental or other matters covered by the foregoing.

"Governmental Authorities" shall mean any board, bureau, commission, department or body of any municipal, township, county, city, state or federal governmental unit, or any subdivision thereof, having or acquiring jurisdiction over any of the Property or the ownership, management, operation, use or improvement thereof.

"Hazardous Conditions" shall mean the presence on, in or about the Property (including ground water) of Hazardous Materials, the concentration, condition, quantity, location or other characteristic of which fails to comply with applicable Environmental Laws. "Hazardous Material" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a contaminant, or otherwise regulated under any Environmental Law, including but not limited to litigation. No proceeding, suit or litigation relating to the Seller or the Property or any part thereof is pending or, to the best of Seller's actual knowledge, threatened in any court or other tribunal or before any Governmental Authority. Seller is not the subject of, nor has Seller received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq.

("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.

5.8 FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "**Code**"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.

5.9 Mechanic's Liens. There are no claims for labor performed, materials furnished or services rendered in connection with the development, construction, improvement, renovation or repair of the Property with respect to which liens may or could be filed against the Property, either pending or threatened.

5.10 Tax Matters. No federal or other taxing authority (each, a "**Taxing Authority**" and collectively, the "**Taxing Authorities**") has asserted in writing any tax deficiency, lien, interest or penalty against Seller or the Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to Seller or the Property, and to Seller's knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against Seller or the Property.

5.11 Re-Zoning. Seller is not a party to, nor does Seller have any actual knowledge of, any threatened proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Property or use thereof.

5.12 Condemnation. Seller has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property.

5.12 Except as otherwise provided herein, Seller is making no warranties as to the condition of the Property is being conveyed "AS IS, WHERE IS AND WITH ALL FAULTS."

6. **Closing Conditions.**

- A. *Easement*. The City and Seller shall have entered into a written Deed of Easement Agreement and Maintenance Agreement for the easement depicted on Exhibit A. The form of the Easement Agreement is attached hereto as Exhibit B.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land.

8. **Notice.** Notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered by recognized overnight delivery service or email transmission, as follows:

To Seller

Sergey Pivovar Revocable Living Trust dated the 18th day of May, 2022
13551 Pulaski Drive
Hagerstown, Maryland 21742
Attn: Mr. Sergey Pivovar, Trustee

To the City

Eric Deike, Director of Public Works
City of Hagerstown
51 West Memorial Boulevard
Hagerstown, Maryland 21740
edeike@hagerstownmd.org

With a copy to:

Jason Morton
Salvatore & Morton, LLC
20 West Washington Street, Suite 402
Hagerstown, Maryland 21740
jmorton@salvatoremorton.com

9. **Governing Law.** Regardless of its place of execution, this Agreement shall be governed by the laws of the State of Maryland as to interpretation, construction, and performance, without regard to its conflicts of law provisions.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, there being no other terms, oral or written, except as herein expressed.

11. **Counterparts.** This Agreement (i) may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument; (ii) may be executed by copies of physically signed documents exchanged via email attachment in PDF format or equivalent.

12. **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

13. **Amendments.** This Agreement may be amended, changed or modified only by written amendment executed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing signed by the party charged.

14. **Further Agreements.** The parties shall at any time and from time to time after Closing, upon request of the other, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the better conveying, transferring, assuring and confirming the terms and conditions contemplated herein.

15. **Time of the Essence.** Time shall be of the essence of this Agreement.

16. **Survival.** The obligations, agreements and covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable after the Closing or other *de jure* termination of this Agreement, the parties specifically acknowledging that the Closing and the execution and recordation of deed and deed of easement contemplated herein shall not terminate the obligations of the parties that are intended and by their terms survive the Closing.

17. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

18. **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

19. **Assignment.** This Agreement may not be assigned by either party without the express written consent of each party.

20. **Headings.** Headings are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the Seller and the City have executed this Agreement as of the date set forth above.

ATTEST

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

WITNESS/ATTEST

**SERGEY PIVOVAR REVOCABLE LIVING TRUST
DATED THE 18th DAY OF MAY, 2022**

BY: _____
Name: Sergey Pivovar
Title: Trustee

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the Subscriber, Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire**, Mayor of the City of Hagerstown, and he acknowledged the foregoing Property Acquisition Agreement to be his act and deed on behalf of the City of Hagerstown and he did further certify that he is duly authorized to make this acknowledgement on its behalf and that he is duly authorized to execute this Agreement on its behalf.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

My commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Sergey Pivovar**, Trustee of the Sergey Pivovar Revocable Living Trust dated the 18th Day of May, 2022, who acknowledged the foregoing Property Acquisition Agreement to be the act

and deed of said trust, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for the monetary consideration set forth herein and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

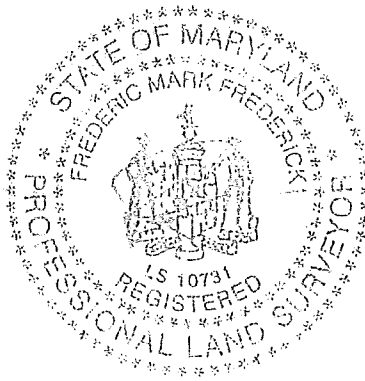
My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

Exhibit A

**Public Walkway Easement for the City of Hagerstown Concept 05-07-2025
(one page)**

PUBLIC WALKWAY EASEMENT
FOR THE CITY OF HAGERSTOWN
CONCEPT 05-07-25



LINE	BEARING	DISTANCE
E1	N 54°26'58" E	154.49'
E2	N 35°33'02" W	77.85'
E3	N 87°17'46" W	114.00'
E4	N 11°54'43" W	59.53'
E5	N 73°05'10" W	102.90'
E6	S 12°18'23" E	117.40'
E7	S 22°25'20" E	148.34'
E8	N 85°20'16" E	62.78'

N/F
 CITY OF
 HAGERSTOWN
 L.220, F.462

ANTETAM CREEK

PROPOSED WALKWAY

MT AETNA ROAD
 (CARTWAY & ROW VARIES)

S 73°06'54" E
 199.74'

PROPOSED 0.79 AC
 ACCESS /
 MAINTENANCE
 EASEMENT OVER
 LANDS OF SERGEY
 PIVOVAR TO SERVE
 THE CITY OF
 HAGERSTOWN

PROPOSED WALKWAY

LANDS OF
 CITY OF
 HAGERSTOWN
 L.220, F.462

LANDS OF
 CITY OF
 HAGERSTOWN
 L.220, F.462
 17-022334

N/F
 DAWN A SULICK
 L.2491, F.338

LANDS OF
 SERGEY PIVOVAR, AS
 TRUSTEE OF THE SERGEY
 PIVOVAR REVOCABLE LIVING
 TRUST DATED THE 18TH DAY
 OF MAY 2022
 L.7170, F.202
 17-025759



MD STATE PLANE
 NAD 83 NAVD 98

Professional Certification

I hereby certify that these documents were prepared by me or
 under my responsible charge, and that I am a duly licensed



Exhibit B
Form of Deed of Easement and Maintenance Agreement
between City and Sergey Pivovarov Revocable Living Trust dated the 18th Day of May,
2022
(5 pages)

Election District No. 17
Part of Property Map 311, Parcel No. 973
Tax Parcel ID No.: 17-025759

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2025, by and between the **SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18TH DAY OF MAY, 2022**, a Maryland trust in the State of Maryland (hereinafter sometimes referred to as "Grantor") and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for TWENTY THOUSAND DOLLARS AND 00/100 CENTS (\$20,000.00) monetary consideration and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of constructing, maintaining, repairing, replacing and removing, as needed, a raised wooden walkway for public access to the Antietam Creek and the necessary accessories, fixtures and appurtenances thereto (collectively "the Facilities"), across and over a portion of the unimproved property, situate in Election District No. 17 of Washington County, Maryland, near the southern side of Mt Aetna Road, and more particularly described as follows: *"Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown."*

Being a portion of all that piece or parcel of land that was conveyed by REO 2015, LLC unto the Grantor by deed dated November 30, 2022, and recorded among the Land Records of Washington County, Maryland, in Liber 7170, folio 202.

The above-described easement is graphically depicted as *"Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown,"* on the drawing entitled "Public Walkway Easement for the City of Hagerstown Concept 05-07-2025," consisting of one (1) page, a copy of which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.



AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the Facilities clear and functioning so as not to cause damage to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.
2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.
3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the construction, maintenance or repair of the Facilities.
4. Grantor shall continue to maintain, repair and/or replace the dam/weir which is located on Grantor's property. Grantee shall have no obligation with respect to the dam/weir, and the Grantor shall indemnify and hold harmless the Grantee with respect to any liability stemming from the dam/weir.
5. This Deed of Easement and Maintenance Agreement shall be for the exclusive use of the Grantee, its guests and invitees, shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
6. This Deed of Easement is conveyed together with the right to excavate for the construction, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.
7. **Both parties acknowledge that this Deed of Easement is subject to Natural Resources Article §§5-906 (f)(1)(i) and 5-906(f)(1)(ii) which state: Land acquired or developed under a State grant from Program Open Space may not be converted, without written approval of the Secretary, the Secretary of the Department of Budget Management, and the Secretary of the Department of Planning from outdoor public recreation or open space use to any other use. Any conversion in land use may be approved only after the local governing body**

replaces the land with land of at least equivalent area and of equal recreation open space value. In addition, Natural Resources Article §5-906 (f)(2)(i) states: For any conversion of land acquired or developed under a State grant from Program Open Space as provided in paragraph (1) of this subsection, the appraised monetary value of the land proposed for acquisition shall be equal to or greater than the appraised monetary value of the land to be converted, under the proposed new use of the of the converted land. For purposes of this paragraph, "land" shall mean and refer to the Grantee's easement interest.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED
THE 18th of MAY 2022

By: _____(SEAL)
Sergey Pivovarov, Trustee

ATTEST:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, Clerk

By: _____(SEAL)
William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sergey Pivovarov, **Trustee of the Sergey Pivovarov Revocable Living Trust Dated the 18th Day of May, 2022**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of said trust, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for the monetary consideration set forth herein and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

Mail to:

City of Hagerstown
Attn:
Donna K. Spickler
City Clerk
1 East Franklin Street
Hagerstown, MD 21740

**PUBLIC WALKWAY EASEMENT
FOR THE CITY OF HAGERSTOWN
CONCEPT 05-07-25**



LINE	BEARING	DISTANCE
E1	N 54°26'58" E	154.49'
E2	N 35°33'02" W	77.85'
E3	N 87°17'46" W	114.00'
E4	N 11°54'43" W	59.53'
E5	N 73°06'54" W	102.90'
E6	S 12°18'23" E	117.40'
E7	S 22°25'20" E	148.34'
E8	N 85°20'16" E	62.78'

N/F
CITY OF
HAGERSTOWN
L.220, F.462

ANTIETAM CREEK

PROPOSED WALKWAY

EXISTING ACCESS
DRAINAGE PERMITS
IMPROVED 4' WALKWAY
ADJACENT

MT AETNA ROAD
(CARTWAY & ROW VARIES)

EXISTING BLUFFED
LAKEVIEW
FED PLAT #3089

WATER
VALVE

PUMP

PROPOSED 0.79 AC
ACCESS /
MAINTENANCE
EASEMENT OVER
LANDS OF SERGEY
PIVOVAR TO SERVE
THE CITY OF
HAGERSTOWN

EXISTING 30' WIDE PEDESTRIAN
EASEMENT FOR
WEIR MAINTENANCE
PER PLAT #3089

LANDS OF
CITY OF
HAGERSTOWN
L.220, F.462

LANDS OF
CITY OF
HAGERSTOWN
L.220, F.462
17-022334

N/F
DAWN A SULICK
L.2491, F.338

LANDS OF
SERGEY PIVOVAR, AS
TRUSTEE OF THE SERGEY
PIVOVAR REVOCABLE LIVING
TRUST DATED THE 18TH DAY
OF MAY 2022
L.7170, F.202
17-025759

MD STATE PLANE
NAD 83 NAVD 88

Professional Certification

I hereby certify that these documents were prepared by me or
under my responsible charge, and that I am a duly licensed

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Amendment to FY2026 CDBG Annual Action Plan--Reallocation of Funding to Wheaton Park Phase II

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

102125_SS_Packet_CDBG_Amendment.pdf

Description

Amendment to FY26
CDBG Annual Action Plan

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 21, 2025

TOPIC: Amendment to Community Development Block Grant (CDBG) FY2026
Annual Action Plan

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the Mayor and City Council to approve the amendment to the FY26 Community Development Block Grant Annual Action Plan for the following action, contingent upon final approval by HUD:

- Reallocation of funding for the activity “Alleyway Repaving Projects” toward the previously existing FY24 activity “Wheaton Park Phase II” (Band Shell) in the amount of \$100,000

Details of the CDBG amendment are attached.

DATE OF INTRODUCTION: 10/21/2025

DATE OF PASSAGE: 10/21/2025

EFFECTIVE DATE: 10/21/2025

**CITY OF HAGERSTOWN, MARYLAND
AMENDMENT TO FY 2026 ANNUAL ACTION PLAN FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

ALLOCATION OF FUNDING TO EXISTING CDBG ACTIVITIES:

In Fiscal Year 2026, the City of Hagerstown proposes to reprogram \$100,000 of allocated CDBG entitlement funding to an existing CDBG activity:

Proposed Reprogramming of CDBG Funding:

- Reallocate \$100,000 from new activity Alleyway Repaving to previously existing FY24 activity Wheaton Park Phase II (Bandshell/Stage). Amendment will result in a total budget of \$200,000 toward construction of a bandshell/stage area in Wheaton Park.

The proposed reallocation of funding is to address higher than anticipated costs for the construction of the stage area.

The City will receive comments from interested individuals until October 20, 2025. Individuals interested in commenting may contact:

Margi Joe, Community Development Manager
Department of Housing and Community Development
14 N. Potomac Street, Suite 200A
Hagerstown, MD 21740
301-739-8577 x134
mjoe@hagerstownmd.org



31 West Park Drive
Hightstown, NJ 08520
Phone: 609.775.9900

Wheaton Park Pavilion

M&A
MATERIALS & ASSOCIATES
STRUCTURAL ENGINEERS

931-B Sawyer Drive
Hightstown, NJ 08520
P: 609.750.4111

M&A PROJECT # 24-023



PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE
DOCUMENTS WERE PREPARED OR
APPROVED BY ME, AND THAT I AM
A FULLY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE
STATE OF NEW JERSEY
LICENSE NUMBER 11863
DATE: MAY 8, 2025

PRELIMINARY NOT FOR CONSTRUCTION
THIS DOCUMENT IS FOR PRELIMINARY REVIEW ONLY. IT IS NOT
FOR CONSTRUCTION. ANY CHANGES TO THIS DOCUMENT
SHOULD BE MADE BY THE ARCHITECT.

PHASE: DATE ISSUED:
APRIL 9, 2025

SUBMITTALS / REVISIONS
SUBMITTALS: 100% CONSTRUCTION DOCUMENTS

CHECKED BY: DAM DRAWN BY: HWY
DATE: 04-09-25 SCALE: AS NOTED

DRAWING NAME:

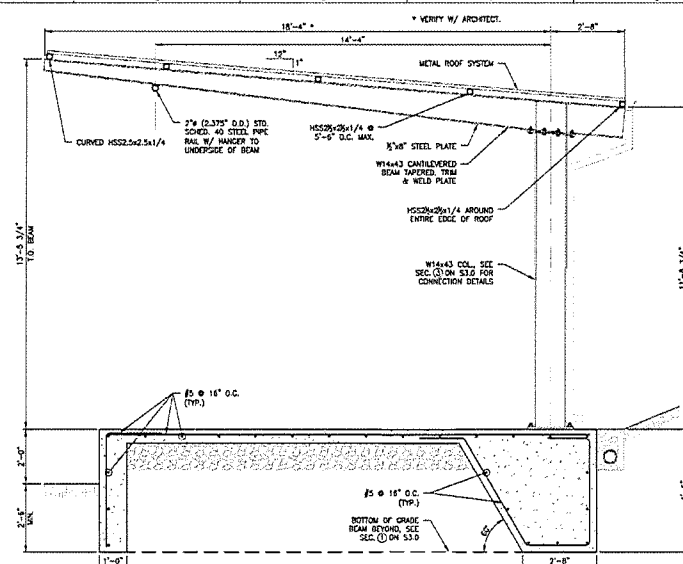
ELEVATION &
SECTIONS

SHEET: 08-326-006

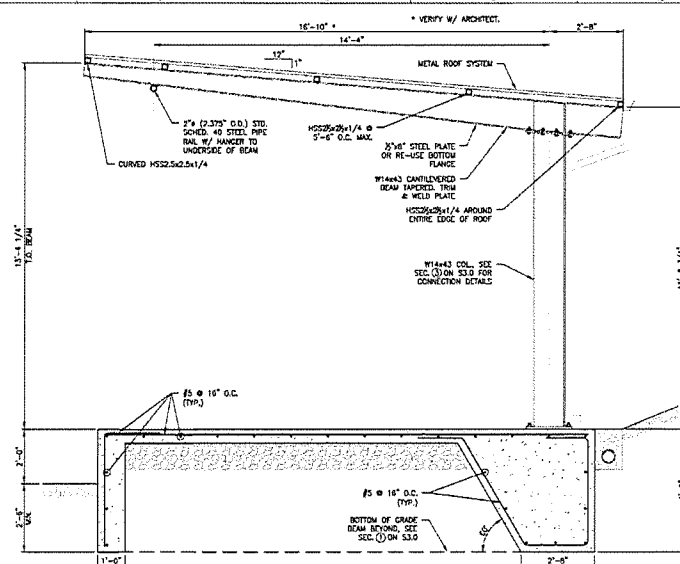
S2.0

SHEET 6 OF 13

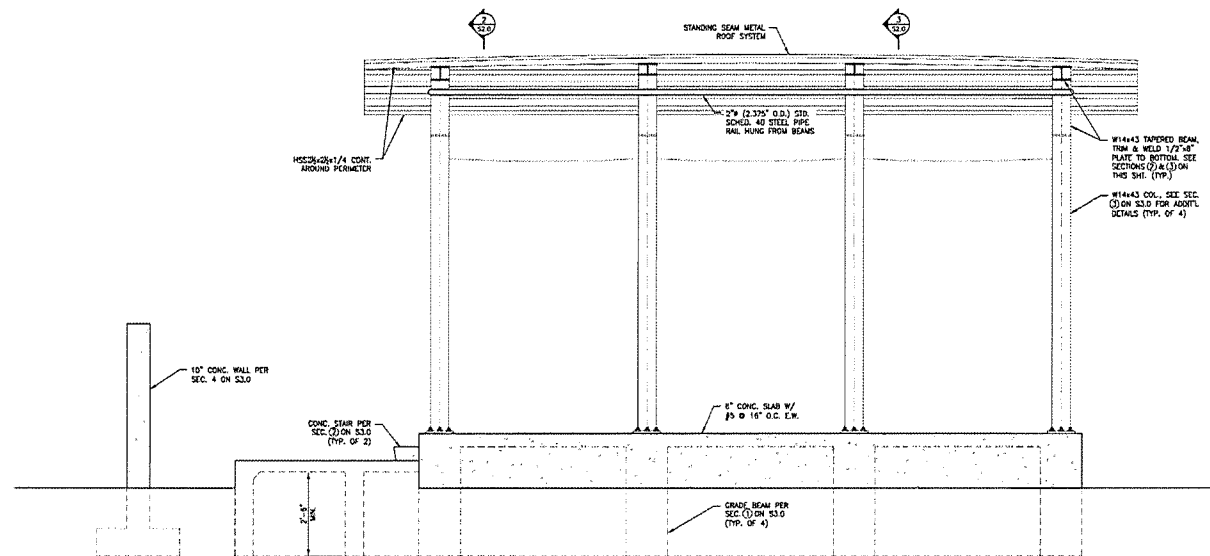
JOB # 2024-008 ARCHITECTS



SECTION - PAVILION
1/2"=1'-0"



SECTION - PAVILION
1/2"=1'-0"



ELEVATION - PAVILION
1/2"=1'-0"

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: FY2026 CDBG Subrecipient Agreements

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

102125_SS_Packet_Subrec_Agrmts.pdf

Description

Resolution - FY26 CDBG
Subrecipient Agreements

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 21, 2025

TOPIC: **RESOLUTION: Approval of City FY2026 Community Development Block Grant (CDBG) Subrecipient Agreements**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	<u> X </u>
Other	_____

MOTION: I hereby move for adoption of a Resolution authorizing the execution of twelve subrecipient agreements for the following nonprofit organizations:

HARC	\$	14,800
Girls' Inc.	\$	11,800
Horizon Goodwill	\$	9,800
Literacy Council	\$	5,800
REACH	\$	19,800
America's Hauling for Hope	\$	11,800
TruNorth Company	\$	19,800
United Way of Washington County	\$	14,800
Community Free Clinic	\$	9,800
Cibus Mission	\$	9,800
Total		\$128,000
Wash. Co. Commission on Aging	\$	20,000
Wash. Co. Habitat for Humanity	\$	20,000
Total	\$	40,000

Adoption of the resolution includes \$128,000 in public service grant funding and \$40,000 in housing-based services.

The time of performance for all subrecipients is through June 30, 2026 or the date that all approved funds have been reimbursed, whichever occurs sooner.

DATE OF INTRODUCTION: 10/21/2025

DATE OF PASSAGE: 10/21/2025

EFFECTIVE DATE: 10/21/2025

**RESOLUTION OF THE CITY COUNCIL
OF THE
CITY OF HAGERSTOWN**

**AUTHORIZING THE EXECUTION AND DELIVERY OF
SUBRECIPIENT GRANT AGREEMENTS FOR THE SUPPORT OF
ELIGIBLE PROGRAMS BETWEEN THE
CITY OF HAGERSTOWN AND
VARIOUS NON-PROFIT ENTITIES ENUMERATED WITHIN**

WHEREAS, the City of Hagerstown is an Entitlement Community under the U.S. Department of Housing and Urban Development’s Community Development Block Grant (CDBG) Program; and

WHEREAS, the City receives annual CDBG funding to support eligible community development activities the benefit low- and moderate-income residents; and

WHEREAS, the Mayor and City Council approved the Fiscal Year 2026 CDBG Annual Action Plan on August 12, 2025, which was subsequently approved by HUD on September 17, 2025; and

WHEREAS, each of the below enumerated Subrecipients has been recommended to carry out eligible public service and housing activities consistent with federal CDBG regulations and local community development priorities:

1. Hagerstown Area Religious Council;
2. Girls’ Inc.;
3. Horizon Goodwill;
4. Literacy Council;
5. Religious Efforts to Assist and Care for the Homeless (REACH);
6. America’s Hauling for Hope;
7. TruNorth Company;
8. United Way of Washington County;
9. Community Free Clinic;
10. Cibus Mission;
11. Washington County Commission on Aging;
12. Washington County Habitat for Humanity

WHEREAS, it is necessary for the City to execute and deliver grant agreements with these Subrecipient organizations in order to implement the approved programs; and

WHEREAS, each Subrecipient shall be responsible for operating in the Program in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of CDBG funds;

WHEREAS, the CDBG Grant Agreement funds may be passed through to each Subrecipient, which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for CDBG grant funds; and

WHEREAS, the City shall pass through grant funds to Subrecipient subject to the terms and conditions of the City’s receipt of CDBG funding and all other applicable federal law and regulations; and

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement between the City and each Subrecipient to pass through funds for Program activities by Subrecipient; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAGERSTOWN AS ITS DULY CONSTITUTED LEGISLATIVE BODY AS FOLLOWS:

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreements (as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs) with the above-named eligible subrecipients, copies of which are attached hereto as to each Subrecipient, and City staff be and are hereby authorized to execute such other documents as are necessary to effectuate the same.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction: October 21, 2025
Date of Passage: October 21, 2025
Effective Date: October 21, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Accept an Offer from LP1, LLC a Limited Liability Company for a Deed of Easement and Maintenance Agreement Located near Hebb Road, Hagerstown, Maryland (Sanitary Sewer)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Accept the Offer of a Deed of Easement and Maintenance Agreement located on Breckenridge Drive, Hagerstown, Maryland from LP1, LLC (Water)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

LP1_WATER_RESOLUTION_10212025.docx

MOTION AND
RESOLUTION

LP1_TO_CITY_WATER_VAULT_1_DEED_OF_EASEMENT_10212025.docx

DEED OF
EASEMENT

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 21, 2025**

TOPIC: **Approval of a Resolution: To accept the offer of a Deed of Easement and Maintenance Agreement located on Breckenridge Drive, Hagerstown, Maryland from LP1, LLC.**

Charter Amendment: _____

Code Amendment:_____

Ordinance:_____

Resolution: **X**

Other:_____

MOTION:

I hereby move for the Approval of a Resolution to accept the Perpetual and Permanent Water Easement and the right of ingress all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the Facilities across, over and under the parcel of land graphically depicted, identified and labeled as “W/L Easement” described herein on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached to the Deed of Easement and Maintenance Agreement.

DATE OF INTRODUCTION: October 21, 2025

DATE OF PASSAGE: October 21, 2025

EFFECTIVE DATE: October 21, 2025

CITY OF HAGERSTOWN, MARYLAND
RESOLUTION TO ACCEPT THE OFFER OF A
DEED OF EASEMENT
AND MAINTENANCE AGREEMENT LOCATED
ON BRECKENDRIDGE DRIVE, HAGERSTOWN, MARYLAND
FROM LP1, LLC
TO THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, LP1, LLC, Grantor, is a Maryland Limited Liability Company and owner of real property located on Breckenridge Drive, Hagerstown, Washington County, Maryland (Election District No. 17, Part of Property Map 318, Parcel No. 825-1, Tax Parcel ID No.: 17-067165), hereinafter “the Grantor’s Property;”

WHEREAS, the CITY OF HAGERSTOWN, Maryland, is a Maryland Municipal Corporation (“the City”) which constructs, operates and maintains water utilities for its Citizens;

WHEREAS, the City desires to have a certain easement over, across, under and through portions of the Grantor’s Property all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, below-ground water meter, vault and water lines and the necessary accessories, fixtures and appurtenances related thereto (collectively, the “Facilities”);

WHEREAS, attached hereto and incorporated herein is a Deed of Easement and Maintenance Agreement, including Exhibit A, for the acquisition of certain easement over, across, under and through portions of the Grantor’s Property; and

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this easement for the City of Hagerstown, as indicated on the attached Deed of Easement and Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council do hereby approve and accept the offer of easement made by the Grantor, of a Perpetual and Permanent Water Easement and the right of ingress all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the Facilities across, over and under the parcel of land graphically depicted, identified and labeled as “W/L Easement” on the easement exhibit prepared by

Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached to the Deed of Easement and Maintenance Agreement.

3. That the easement pursuant to the terms of the attached Deed of Easement and Maintenance Agreement is hereby approved.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and deliver the attached Deed of Easement and Maintenance Agreement, and any additional documentation, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction: October 21, 2025
Date of Passage: October 21, 2025
Effective Date: October 21, 2025

PREPARED BY:
Salvatore & Morton, LLC
City Attorneys

Election District No. 17
Part of Property Map 318, Parcel No. 825-1
Tax Parcel ID No.: 17-067165

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____ 2025, by and between **LP1 LLC, a Maryland limited liability company** (the "**Grantor**") and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland (the "**Grantee**").

WITNESSETH: That for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, below-ground water meter, vault and water lines and the necessary accessories, fixtures and appurtenances related thereto (collectively, the "**Facilities**"), across, over and under the 34' x 17' (578 sf.) portion of land graphically depicted, identified and labeled as "W/L Easement" on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached hereto and incorporated herein collectively as **Exhibit A**,

BEING a portion of the property conveyed to Grantor by Lyles Properties, LLC, a Maryland limited liability company by deed dated June 13, 2022 and recorded among the Land Records of Washington County, Maryland, in Book 7034, Page 143, as modified by Final Plat of Subdivision recorded among the Land Records of Washington County, Maryland as Plat Nos. 11900-11902 and Deed from Sunshine Development 25 LLC, a Maryland limited liability company dated August 29, 2025 and recorded among the Land Records of Washington County, Maryland in Book 7753, Page 1.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the Facilities clear and functioning so as not to cause backups or damage to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.

2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.
3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the Facilities.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
5. This Deed of Easement is conveyed together with the right to excavate and refill ditches and/or trenches for the location, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

GRANTOR

LP1 LLC,
a Maryland limited liability company

By: The David C. Lyles Living Trust,
dated December 20, 1999, Sole Member

By:

_____(SEAL)

David C. Lyles, Trustee

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **David C. Lyles** who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of LP1 LLC and that he is authorized to make this acknowledgement as Trustee of the David C. Lyles Living Trust, dated December 20, 1999, Sole Member of LP1 LLC, and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

GRANTEE

WITNESS:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

_____(SEAL)

By:

William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

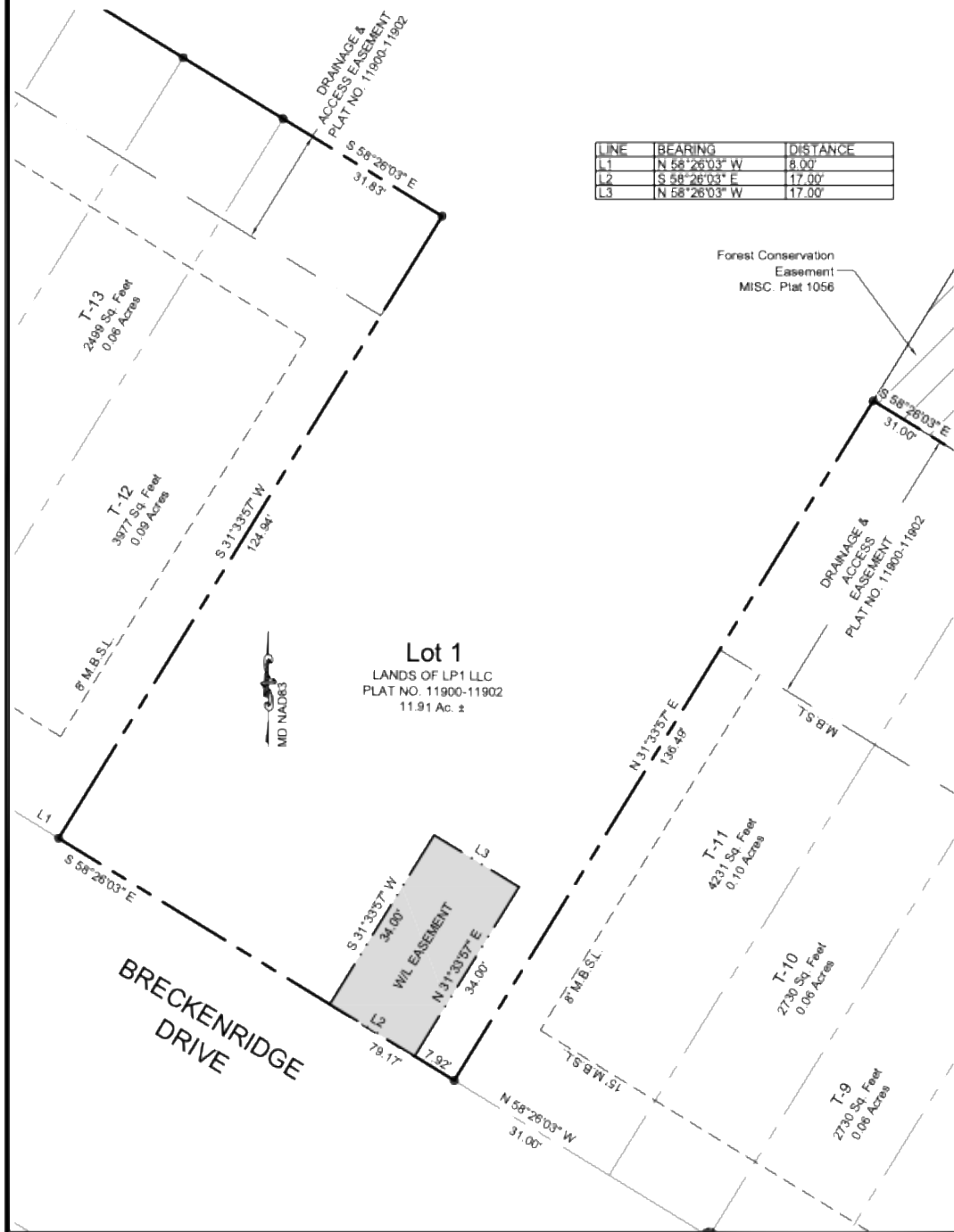
Mail to:

City of Hagerstown
Attn: Donna K. Spickler, City Clerk
1 East Franklin Street
Hagerstown, MD 21740

Exhibit A

Professional Certification: I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date, January 16, 2026.

PROPOSED WATER LINE EASEMENT FROM LP1 LLC TO THE CITY OF HAGERSTOWN



LINE	BEARING	DISTANCE
L1	N 58°26'03" W	8.00'
L2	S 58°26'03" E	17.00'
L3	N 58°26'03" W	17.00'

TAX MAP 318-0-826		 FREDERICK, SEIBERT & ASSOCIATES, INC. CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS		PROJECT NO. 8137.2		
OWN BY JTK	DATE 9/16/2025					
PROJECT MANAGER DST	EMAIL dstroble@fse-inc.com					
SCALE 1" = 20'		128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650	20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.587.1007		605 SOUTH HANOVER STREET CARLEISLE, PA 17013 717.701.8111	18 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.587.3880
SHEET 1 OF 1		128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650				

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Accept the Offer of Deed of Easement and Maintenance Agreement Located on Breckenridge Drive, Hagerstown, Maryland from Sunshine Development 25 LLC (Water)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

RESOLUTION_SUNSHINE_WATER_VAULT_2_10212025.docx

MOTION AND
RESOLUTION

SUNSHINE_TO_CITY_WATER_VAULT_2_DEED_OF_EASEMENT.docx

DEED

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 21, 2025**

TOPIC: **Approval of a Resolution: To accept the offer of a Deed of Easement and Maintenance Agreement located on Breckenridge Drive, Hagerstown, Maryland from Sunshine Development 25 LLC.**

Charter Amendment: _____

Code Amendment:_____

Ordinance:_____

Resolution: **X**

Other:_____

MOTION:

I hereby move for the Approval of a Resolution to accept the Perpetual and Permanent Water Easement and the right of ingress all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the Facilities across, over and under the parcel of land graphically depicted, identified and labeled as “W/L Easement” described herein on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached to the Deed of Easement and Maintenance Agreement.

DATE OF INTRODUCTION: October 21, 2025

DATE OF PASSAGE: October 21, 2025

EFFECTIVE DATE: October 21, 2025

CITY OF HAGERSTOWN, MARYLAND
RESOLUTION TO ACCEPT THE OFFER OF A
DEED OF EASEMENT
AND MAINTENANCE AGREEMENT LOCATED
ON BRECKENDRIDGE DRIVE, HAGERSTOWN, MARYLAND
FROM SUNSHINE DEVELOPMENT 25 LLC
TO THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, SUNSHINE DEVELOPMENT, LLC, Grantor, is a Maryland Limited Liability Company and owner of real property located on Breckenridge Drive, Hagerstown, Washington County, Maryland (Election District No. 17, Part of Property Map 318, Parcel No. 825, Tax Parcel ID No.: 17-008889), hereinafter “the Grantor’s Property;”

WHEREAS, the CITY OF HAGERSTOWN, Maryland, is a Maryland Municipal Corporation (“the City”) which constructs, operates and maintains water utilities for its Citizens;

WHEREAS, the City desires to have a certain easement over, across, under and through portions of the Grantor’s Property all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, below-ground water meter, vault and water lines and the necessary accessories, fixtures and appurtenances related thereto (collectively, the “Facilities”);

WHEREAS, attached hereto and incorporated herein is a Deed of Easement and Maintenance Agreement, including Exhibit A, for the acquisition of certain easement over, across, under and through portions of the Grantor’s Property; and

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this easement for the City of Hagerstown, as indicated on the attached Deed of Easement and Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council do hereby approve and accept the offer of easement made by the Grantor, of a Perpetual and Permanent Water Easement and the right of ingress and egress all for the purpose of all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the Facilities across, over and under the parcel of land graphically depicted, identified and labeled as “W/L Easement” on the

easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached to the Deed of Easement and Maintenance Agreement.

3. That the easement pursuant to the terms of the attached Deed of Easement and Maintenance Agreement is hereby approved.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and deliver the attached Deed of Easement and Maintenance Agreement, and any additional documentation, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction: October 21, 2025
Date of Passage: October 21, 2025
Effective Date: October 21, 2025

PREPARED BY:
Salvatore & Morton, LLC
City Attorneys

Election District No. 17
Part of Property Map 318, Parcel No. 825
Tax Parcel ID No.: 17-008889

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____ 2025, by and between **SUNSHINE DEVELOPMENT 25 LLC, a Maryland limited liability company** (the "**Grantor**") and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland (the "**Grantee**").

WITNESSETH: That for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, below-ground water meter, vault and water lines and the necessary accessories, fixtures and appurtenances related thereto (collectively, the "**Facilities**"), across, over and under the irregular shaped portion of land, measuring approximately 37' x 18' graphically depicted, identified and labeled as "W/L Easement" on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached hereto and incorporated herein collectively as **Exhibit A**,

BEING a portion of the property conveyed to Grantor by David Lyles Developers, Ltd., a Maryland corporation, by deed dated July 24, 2025 and recorded among the Land Records of Washington County, Maryland, in Book 7729, Page 227, as modified by Final Plat of Subdivision recorded among the Land Records of Washington County, Maryland as Plat Nos. 11900-11902 and Deed from LP1 LLC, a Maryland limited liability company dated August 29, 2025 and recorded among the Land Records of Washington County, Maryland in Book 7753, Page 5.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the Facilities clear and functioning so as not to cause backups or damage to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.

2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.
3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the Facilities.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
5. This Deed of Easement is conveyed together with the right to excavate and refill ditches and/or trenches for the location, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

GRANTOR

SUNSHINE DEVELOPMENT 25 LLC,
a Maryland limited liability company

_____(SEAL)

By:

David C. Lyles, Authorized Representative

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **David C. Lyles** who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of Sunshine Development 25 LLC, a Maryland limited liability company and that he is authorized to make this acknowledgement as Authorized Representative thereof and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

GRANTEE

WITNESS:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

_____(SEAL)

By:

William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

Mail to:

City of Hagerstown
Attn: Donna K. Spickler, City Clerk
1 East Franklin Street
Hagerstown, MD 21740

Exhibit A

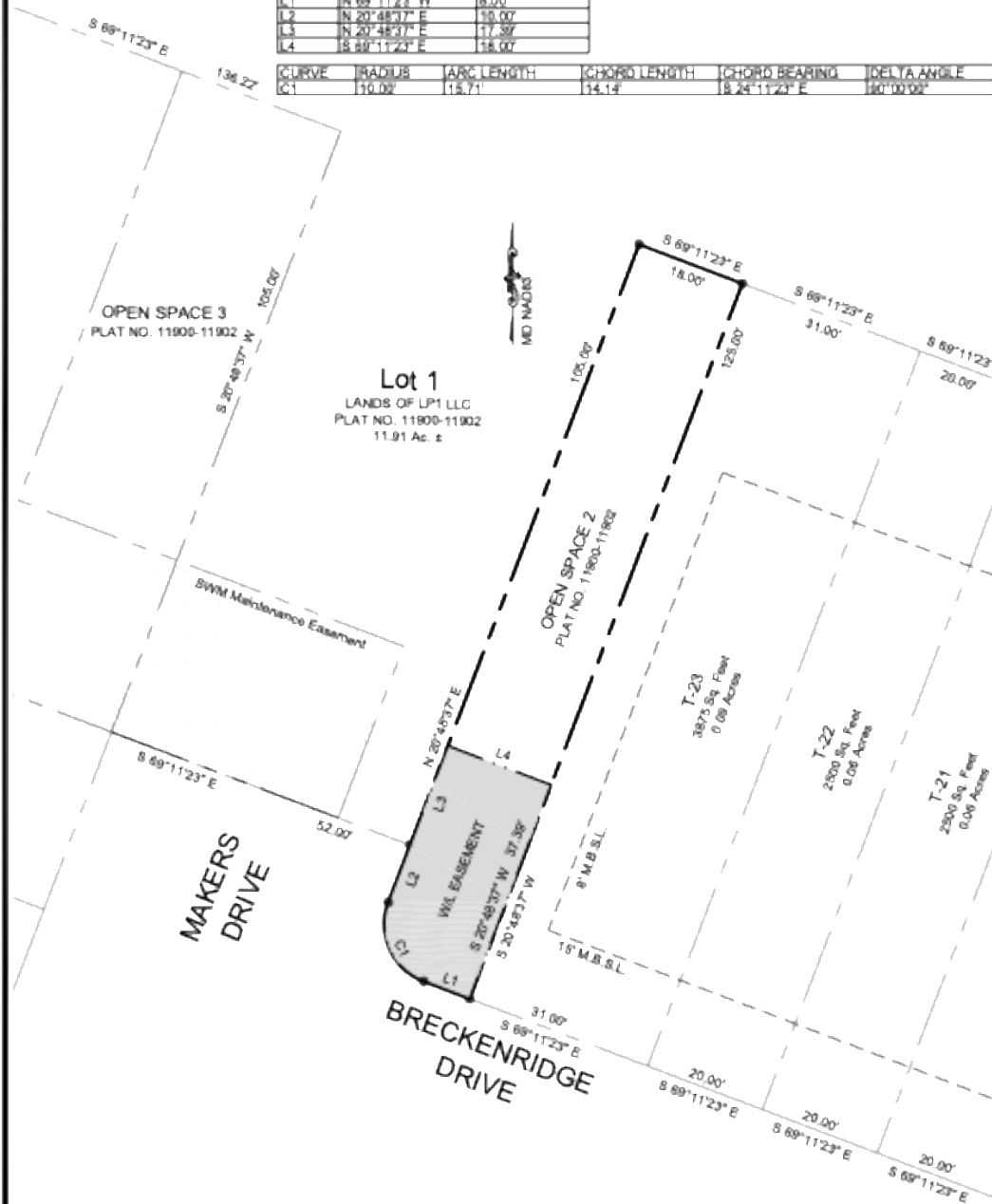
Professional Certification: I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date, January 18, 2026.

PROPOSED WATER LINE EASEMENT

TO THE CITY OF HAGERSTOWN MD

LINE	BEARING	DISTANCE
L1	N 69°11'23" W	8.00'
L2	N 20°48'37" E	10.00'
L3	N 20°48'37" E	17.39'
L4	S 69°11'23" E	18.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	10.00'	15.71'	14.14'	S 24°11'23" E	10°00'00"



TAX MAP		318-0-826	
DRAWN BY JTK	DATE 9/16/2025		
PROJECT MANAGER DST	EMAIL dstrotle@fse-inc.com		
SCALE 1" = 20'			
SHEET 1 OF 1			

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Accept the Offer of a Deed of Easement and Maintenance Agreement located on Hebb Road, Hagerstown, Maryland from Bonnie V. Lewis (Sanitary Sewer)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

RESOLUTION_BONNIE_LEWIS_EASEMENT_10212025.docx

MOTION AND
RESOLUTION BONNIE
V LEWIS SS
EASEMENT

B_LEWIS_EASEMENT_AGREEMENT_SIGNED_10212025.pdf

DEED OF EASEMENT
SIGNED BY BONNIE
LEWIS

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 21, 2025**

TOPIC: **Approval of a Resolution: To accept the offer of a Deed of Easement and Maintenance Agreement located on Hebb Road, Hagerstown, Maryland from Bonnie V. Lewis.**

Charter Amendment: _____

Code Amendment:_____

Ordinance: X

Resolution:_____

Other:_____

MOTION:

I hereby move for the Approval of a Resolution to accept the offer of easement from Bonnie V. Lewis for a Perpetual and Permanent Sanitary Sewer Easement and the right of ingress and egress all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the Facilities, across, over and under the twenty (20) foot wide strip of land graphically depicted herein on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached to the Deed of Easement and Maintenance Agreement.

DATE OF INTRODUCTION: October 21, 2025

DATE OF PASSAGE: October 21, 2025

EFFECTIVE DATE: October 21, 2025

CITY OF HAGERSTOWN, MARYLAND
RESOLUTION TO ACCEPT THE OFFER OF A
DEED OF EASEMENT
AND MAINTENANCE AGREEMENT LOCATED
ON HEBB ROAD, HAGERSTOWN, MARYLAND
FROM BONNIE V. LEWIS
TO THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, BONNIE V. LEWIS, Grantor, is an individual owner of real property located on Hebb Road, Hagerstown, Washington County, Maryland (Election District No. 17, Part of Property Map 318, Parcel No. 826, Tax Parcel ID No.: 17-008587), hereinafter “the Grantor’s Property;”

WHEREAS, the CITY OF HAGERSTOWN, Maryland, is a Maryland Municipal Corporation (“the City”) which constructs, operates and maintains wastewater utilities for its Citizens;

WHEREAS, the City has constructed a new sanitary sewer pump station on Hebb Road near Grantor’s Property and intends to authorize the construction of below-ground sanitary sewer lines, including a gravity main, a force main and the necessary accessories, fixtures and appurtenances thereto (collectively “the Facilities”), from the Grantor’s Property to the said pump station;

WHEREAS, the City desires to have a certain easement over, across, under and through portions of the Grantor’s Property all for the purpose of constructing and maintaining and operating a sanitary sewer line to the pump station. The particular portion of the Grantor’s Property to be conveyed as an easement area to the City is shown and described on Exhibit A as “Proposed 20’ S/S Easement” on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached to the Deed of Easement and Maintenance Agreement;

WHEREAS, attached hereto and incorporated herein is a Deed of Easement and Maintenance Agreement, including Exhibit A, for the acquisition of certain easement over, across, under and through portions of the Grantor’s Property; and

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this easement for the City of Hagerstown, as indicated on the attached Deed of Easement and Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council do hereby approve and accept the offer of easement made by the Grantor, of a Perpetual and Permanent Sanitary Sewer Easement and the right of ingress and egress all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the Facilities, across, over and under the twenty (20) foot wide strip of land graphically depicted, identified and labeled as “Proposed 20’ S/S Easement” on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached to the Deed of Easement and Maintenance Agreement.

3. That the easement pursuant to the terms of the attached Deed of Easement and Maintenance Agreement is hereby approved.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and deliver the attached Deed of Easement and Maintenance Agreement, and any additional documentation, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

Date of Introduction: October 21, 2025
Date of Passage: October 21, 2025
Effective Date: October 21, 2025

PREPARED BY:
Salvatore & Morton, LLC
City Attorneys

Election District No. 17
Part of Property Map 318, Parcel No. 826
Tax Parcel ID No.: 17-008587

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____ 2025, by and between **BONNIE V. LEWIS** (the “Grantor”) and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland (the “Grantee”).

WITNESSETH: That for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, below-ground sanitary sewer lines and the necessary accessories, fixtures and appurtenances related thereto (collectively, the “Facilities”), across, over and under the twenty (20) foot wide strip of land graphically depicted, identified and labeled as “Proposed 20’ S/S Easement” on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated September 16, 2025 and attached hereto and incorporated herein as **Exhibit A**,

BEING a portion of the property conveyed to Grantor by Bonnie V. Lewis and Bonnie V. Lewis, attorney-in-fact for Vernon J. Lewis, Jr. by deed dated February 13, 2019 and recorded among the Land Records of Washington County, Maryland, in Book 5933, Page 128

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the Facilities clear and functioning so as not to cause backups or damage to Grantor’s property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor’s property as a result of any maintenance and repairs.
2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through

others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.

3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the Facilities.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
5. This Deed of Easement is conveyed together with the right to excavate and refill ditches and/or trenches for the location, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

GRANTOR

Terry Breeden

Bonnie V. Lewis (SEAL)
Bonnie V. Lewis

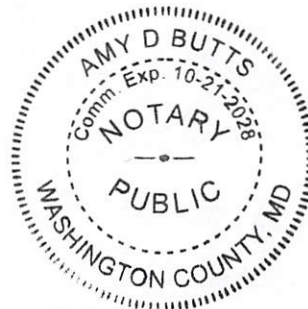
STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 1st day of October, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Bonnie V. Lewis** who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be her voluntary act and deed and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Amy D. Butts
Notary Public

My Commission expires: 10-21-2028



GRANTEE

WITNESS:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By: _____(SEAL)
William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

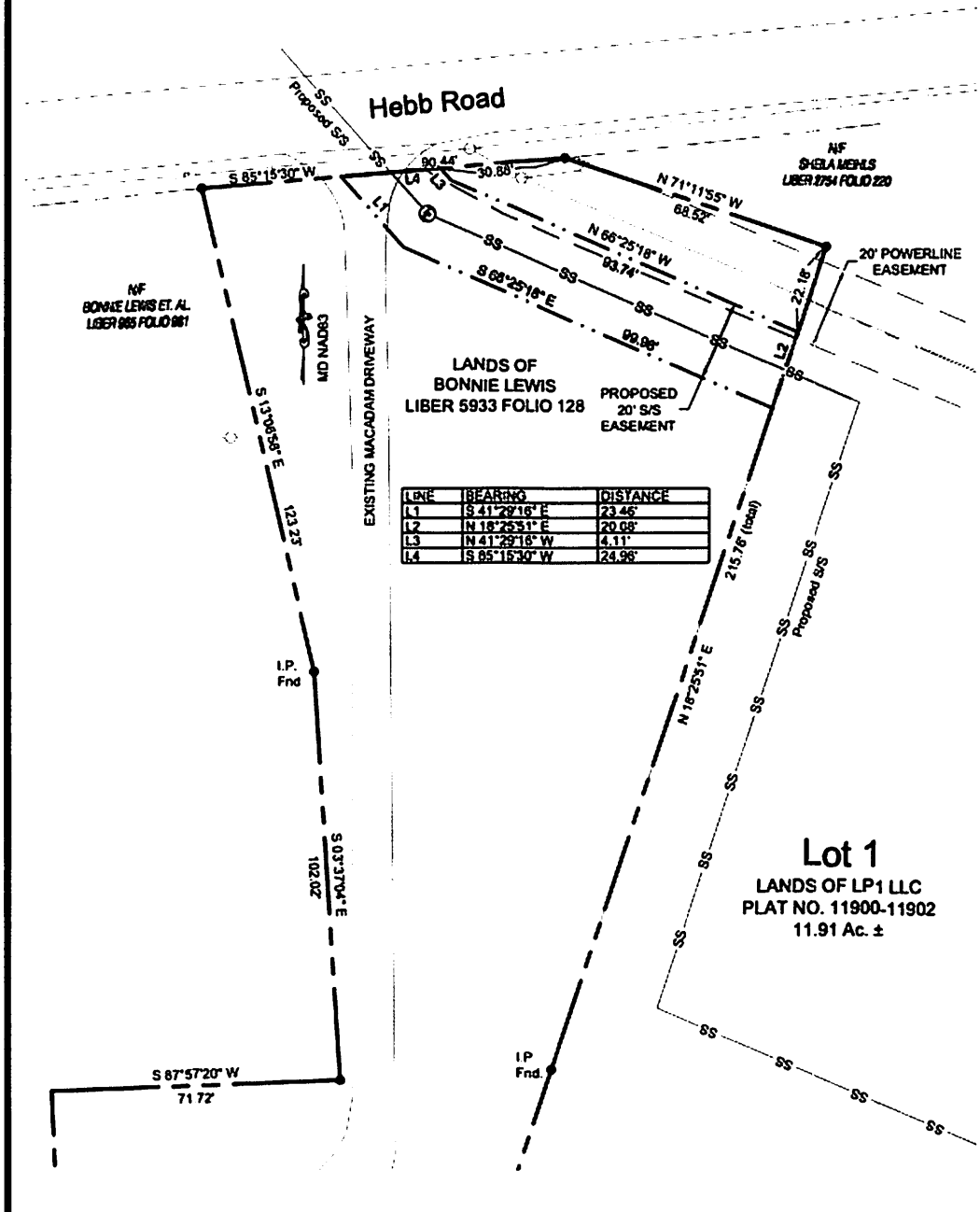
Mail to:

City of Hagerstown
Attn: Donna K. Spickler, City Clerk
1 East Franklin Street
Hagerstown, MD 21740

Exhibit A

**PROPOSED S/S EASEMENT
FROM BONNIE LEWIS TO
THE CITY OF HAGERSTOWN MD**

Professional Certification: I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date, January 16, 2026.



TAX MAP		315-0-826	
DATE BY JTK	DATE 9/19/2026		
PROJECT MANAGER DST	EMAIL dstudio@fsa-inc.com		
SCALE			
1" = 30'			
SHEET 1 OF 1			

FSA

FREDERICK SEIBERT & ASSOCIATES, INC.

63925 fsa-inc.com

CIVIL ENGINEERS SURVYORS LANDSCAPE ARCHITECTS LAND PLANNERS

126 SOUTH POKOMOKE STREET HAGERSTOWN, MD 21740 301.791.3630	20 WEST BALTIMORE STREET GREENCASTLE, PA 15226 717.567.1027	603 SOUTH HANOVER STREET CARLEISE, PA 15033 717.611.6111	18 EAST MAIN STREET NEW BLOOMFIELD, PA 15068 717.567.3880
---	---	--	---

PROJECT MAP
6/17/2

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proclamations: Breast Cancer Awareness Month, Domestic Violence Awareness Month and National Hispanic Heritage Month

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

October_28__2025_Preliminary_Agenda.doc.pdf

Description

Preliminary Agenda -
October 28, 2025 Regular
Session



**MAYOR AND CITY COUNCIL
WORK SESSION AND
REGULAR SESSION (24TH VOTING SESSION)
OCTOBER 28, 2025
AGENDA**

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.”

PRELIMINARY AGENDA

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

6:30 p.m. WORK SESSION – Council Chamber, 2nd floor, City Hall

7:00 p.m. REGULAR SESSION – Council Chamber, 2nd floor, City Hall

I. CALL TO ORDER - Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. Rules of Procedure – *Effective December 17, 2024*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, November 4, 2025 – Work Session at 4:00 p.m.
 - 2. Tuesday, November 11, 2025 – Veterans’ Day - No Meeting Scheduled
 - 3. Tuesday, November 18, 2025 – Work Session at 4:00 p.m.
 - 4. Tuesday, November 25, 2025 – Regular Session at 7:00 p.m.

V. PROCLAMATIONS

Gatekeepers Recognition

**** Please note all times are approximate and subject to change. Meetings are televised and recorded. ****

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740 • 301.766.4183 • TDD 301.797.6617

VI. AGENDA ITEM CITIZEN COMMENTS

Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, October 28, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. PUBLIC HEARING

Lorich Tract ZM-2025-02 – 1912 Day Road Rezoning Application

VIII. MINUTES

August 19, 2025 and August 26, 2025 and September 9, 2025, September 16, 2025, September 23, 2025 and September 30, 2025

IX. CONSENT AGENDA

A. Engineering:

1. Neighborhood Park Development - Antietam Creek Stream Access - Excavating Associates (Ellerslie, MD) \$ 231,325.00

B. Fire:

1. Project Overruns on Change Orders for HFD Headquarters Renovations - Eldridge Drive - Eldridge RE LLC (Frederick, Maryland) \$ 58,126.65

C. Police:

1. FY25 NTF Reimbursement (July, 2025 to June, 2026) - Washington County Treasurer (Hagerstown, Maryland) \$ 270,000.00
2. FY26 Reimbursement for Community Based Prosecutor - July, 2025 to June, 2026 - Washington County Treasurer (Hagerstown, MD) \$ 80,995.00
3. Entry Level Recruit Fees for Washington County Police Academy 11(9 at \$ 2,500/each) - Washington County Sheriff's Office (Hagerstown, MD) \$ 22,500.00
4. HPD Building Cleaning – Ragland Cleaning Services (Hagerstown, MD) \$ 20,000.00
5. ForenScope Contactless LITE Fingerprint System - GRIMM Forensics (Rocky Mount, VA) \$ 28,420.00

D. Public Works:

1. Traffic Signal Cabinet - Econolite (Glen Burnie, MD) \$ 25,350.00
2. Roof Repairs at 32 N. Potomac Street to correct deficiencies by Boulevard Contractors - Garland/DBS, Inc. (Cleveland, OH) \$ 36,863.00
3. Kelly HVAC Preventive Maintenance Agreement for Evaporative Cooling Tower at Ice Rink - Kelly HVAC, Inc. (Upper Marlboro, MD) \$ 10,480.00
4. 2025 Ford Van with Aerial Mounted Bucket - Mobile Lift, LLC (Collegeville, PA) \$ 117,000.00

Consent Agenda Items continued on page 3

E. Utilities:

1. Water: Heating Oil for the RCW Water Treatment Plant - AC&T Co. Inc. (Hagerstown, MD) \$25,275.00
2. Water: Purchase of 2026 Chevrolet Equinox Unit 214: Hetrich Fleet Service, Inc. (Milford DE) \$29,597.00
3. Water: Purchase of 2026 Chevrolet Equinox Unit 244 - Hetrich Fleet Services, Inc. (Milford, DE) \$29,597.00
4. Water/Wastewater: Purchase of Aggregates - C. William Hetzer (Hagerstown, MD) \$35,857.50
5. Water/Wastewater: Purchase of Aggregates - Martin Marietta (Williamsport, MD) \$84,570.00
6. Wastewater: Wastewater Treatment Plant Phone System Upgrade - Glessner Technologies (Hagerstown, MD) \$10,478.30
7. Wastewater: Purchase of Camera for Infrastructure Inspections - Atlantic Machinery, Inc. (Silver Spring, MD) \$31,101.00

X. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Amend the City Code – Chapter 1 General Provisions
- B. Approval of an Ordinance: Amend City Code – Chapter 64, Building Construction
- C. Approval of an Ordinance: Amend the City Code – Chapter 185, Nuisance Abatement
- D. Approval of an Ordinance: Amend the City Code – Chapter 232, Vacant Nonresidential Structures
- E. Approval of an Ordinance: Amend the City Code – Chapter 233, Vacant Residential Structures
- F. Approval of an Ordinance: Amend the City Code, Adding Chapter 234, Vending Machines
- G. Approval of an Ordinance: Authorizing the Purchase of an Easement over a Portion of that Certain Parcel of Real Estate Located at 703-705 Mt. Aetna Road, Hagerstown, Maryland

XI. NEW BUSINESS

- A. Introduction of an Ordinance: Amendment to Chapter 79 Curfew for Juveniles
- B. Introduction of an Ordinance: Amendments to Chapter 60-17, Speed Camera Fines
- C. Approval of a Resolution: Police Athletic League (PAL) User Agreement Renewal
- D. Approval of a Resolution: Maintenance Agreement with HUB Parking Technology
- E. Approval of a Resolution: Accept an Offer of a Deed of Easement and Maintenance Agreement - LP1, LLC
- F. Approval to Apply for POS Land Acquisition Grant – Easement along Antietam Creek
- G. Approval of MOU in reference to Pump Station 33
- H. Approval of Holiday Parking Program
- I. Approval of Funding Support for Community Coalition
- J. Approval of International Association of Fire Fighters (IAFF) 1605 Contract
- K. Approval of Funding Support for the Washington County Historical Society

XII. GENERAL CITIZEN COMMENTS

General Citizen Comments are welcome and shall be limited to three minutes.

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, October 28, 2025.

Topics are to be germane to City business.

Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

XIII. CITY ADMINISTRATOR COMMENTS

XIV. MAYOR & COUNCIL COMMENTS

XV. ADJOURN

Some items that have been discussed and reviewed previously, or are of a routine nature, may not have additional information attached to this agenda.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Collective Bargaining Agreement with IAFF Local 1605 - *Don Francis, Director of Human Resources*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-
_Collective_Bargaining_Agreement_with_IAFF_Local_1605.pdf

Description

Memo - IAFF Local 1605
Agreement



CITY OF HAGERSTOWN, MARYLAND

Don Francis, SHRM-SCP, SPHR, IPMA-SCP
Director of Human Resources
dfrancis@hagerstownmd.org

TO: Scott Nicewarner, City Administrator
FROM: Don Francis, Director, Human Resources
DATE: October 21, 2025
RE: **Collective Bargaining Agreement with IAFF Local 1605**

Please find the attached "redlined" copy of the Collective Bargaining Agreement (CBA) with IAFF Local 1605.

Background

As you are aware, we began negotiations earlier this year with Local 1605 to renew the CBA which was expiring on June 30, 2025. After several negotiation sessions, we were unable to come to an agreement. The City and the Local have been operating on the 2022-2025 contract on a month-by-month basis since July 1, 2025.

The primary issue that stopped us from reaching an agreement was the salary offer. After several attempts to resolve the issue, the two sides were still very far apart, and we declared an impasse. We proceeded with mediation as outlined in both the City Code and the CBA.

Information

The City and Local 1605 contracted with a certified impartial mediator who conducted the mediation on September 11, 2025. After several hours of negotiation, the attached agreement was reached.

While you will see in the attached documents, there are multiple changes, the most noteworthy are articles 16, Insurance Benefits and Article 20, Salary Tables. Specifically, the City will now be able to raise healthcare premiums up to 20% of employees' current your contributions as necessary. This agreement also allows for salary increases for FY26 of 08%, FY27 of 06% and FY 28 of 05%. Additionally, to cover the missed wage increase that occurred between July 1, 2025 and present day, effective on the first pay period following approval by Mayor & Council, a payment of a stipend in the gross amount of the difference between FY25 and FY26 wages times 40 or 48 hours, whichever is applicable, for 12 weeks, payable as a one-time payment on the first pay period following approval by Mayor & Council and ratification by IAFF 1605's membership, whichever is later.

The CFO and I will both be available to discuss the tentative agreement during your meeting.

Action Requested

None. This is for information only. Staff will have a motion prepared for October 28, 2025, for your formal action.

**AGREEMENT BETWEEN
THE CITY OF HAGERSTOWN, MARYLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL NUMBER 1605**



*Effective 0001 hours **Tuesday, July 1, 2025,**
And shall continue in full force
And effect until 2400 hours on **Friday, June 30, 2028***

GREEN TEXT – MOU LANGUAGE FROM FIRE INSPECTOR

RED TEXT – ADDED LANGUAGE FROM NEGOTIATIONS

BLUE TEXT – UPDATED TABLE OF CONTENTS/ADDED HEADINGS TO SECTIONS

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AGREEMENT BETWEEN THE CITY OF HAGERSTOWN, MARYLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NUMBER 1605

PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the City of Hagerstown and the employees covered hereby, to ensure Collective Bargaining, and to establish proper standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE 1
GENERAL UNDERSTANDING

Section 1 - RECOGNITION

The City of Hagerstown, hereinafter sometimes called the "City" or the "Employer", recognizes Local #1605 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Association" or the "Union", to the extent permitted by law, as the exclusive Collective Bargaining representative for the Fire Fighters, Apparatus Operators, Lieutenants (to include Community Risk Reduction), Captains, Fire Inspectors, and Assistant Fire Inspectors of the Hagerstown Fire Department, excluding supervisors (as defined in the Federal Labor-Management Relations Act), in matters relating to rates of pay, wages, hours, and other conditions of employment.

Section 2 - MANAGEMENT FUNCTIONS

This agreement shall not impair the right and responsibility of the City to:

- A. Determine the overall budget and mission of the Employer and any agency of City government;
- B. Maintain and improve the efficiency and effectiveness of operations;
- C. Determine the services to be rendered and the operations to be performed;
- D. Determine the overall organizational structure, methods, processes, means, job classifications and personnel by which operations are to be conducted and the location of facilities;
- E. Direct and supervise employees;
- F. Hire, select and establish the standards governing promotion of employees and classify positions;
- G. Take actions to carry out the mission of government in situations of emergency;
- H. Introduce new or improved technology, research, development and services;
- I. Control and regulate the use of machinery, equipment, and other property and facilities of the Employer, subject to the Employer's duty to bargain matters affecting the health and safety of employees;
- J. Maintain internal security standards;
- K. Suspend, discharge or otherwise discipline employees for just cause, subject to the grievance procedure set forth in this collective bargaining agreement;

- L. Issue and enforce rules, policies and regulations necessary to carry out these and all other managerial functions which are not inconsistent with Federal or State law or the terms of this collective bargaining agreement;
- M. and to take whatever action that is otherwise necessary in the City's judgement and discretion to determine, administer, and fulfill the mission of the City and direct the City's employees.

The City's failure to exercise any prerogative or function hereby reserved to it, or the City's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 3 - JOB DESCRIPTIONS

All changes to job descriptions, including duties and salary levels, as proposed by either management or Union shall be discussed and negotiated between the City and the Union as necessary. Only after approval by both parties will the changes take effect.

Section 4 - NO DISCRIMINATION CLAUSE

The parties to this Agreement will ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

Section 5 - CITY INDEMNIFIES EMPLOYEES

The City agrees to indemnify all paid Fire Department Personnel from any liability or judgment arising out of the performance of duty. The City shall provide legal assistance without cost to the employee in such matters when necessary.

Section 6 – DEFINITIONS

For the purpose of definition, throughout this Agreement:

1. Operations Duty Shift – Shall be a 24-hour period of scheduled work beginning at 0730 hours. A duty shift shall be divided into a day shift and a night shift.

2. Daywork Duty Shift – 10-hour shift that begins at 0730 and ends at 1730
3. A workday – Shall be Monday through Friday from 8:00 A.M.to 5:00 P.M. when the City Fire Department Offices are scheduled to be open.
4. A calendar day – Shall be consecutive days as they appear on a calendar.
5. Work Year – the total number of hours an employee is scheduled to work in a calendar year
6. Work Period – consists of 21 consecutive calendar days for all bargaining unit employees on an Operations Duty Shift

Section 7 – COMMITTEES

Both parties agree to appoint the following joint/management committees during the term of this contract:

1. Joint Health and Safety
2. Apparatus and Equipment
3. Leave Use
4. Workers Compensation

Each committee will meet at least quarterly or as directed by the fire chief based upon need. Committee participation will be a minimum of three (3) personnel including management and labor. Local 1605 will recommend members to serve on joint management-labor committees. A chair will be appointed by the fire chief for each committee. Reports and recommendations will be received by the chief or their delegate to consider for implementation.

ARTICLE 2

NO STRIKE, NO-LOCKOUT CLAUSE

STRIKE ACTIONS FORBIDDEN. The Union, its officers, agents, representatives, and members shall not authorize, participate in, ratify or condone any strike, slow-down, or stoppage of work, or other interference with or interruption of operations at any of the City's facilities.

LOCKOUT FORBIDDEN. The City of Hagerstown will not lockout any employee as a result of a labor dispute with the Union.

ARTICLE 3

TERM

Section 1 – LENGTH OF AGREEMENT

This Agreement shall become effective 0001 hours Tuesday, July 1, 2025, and shall continue in full force and effect until 2400 hours on Friday, June 30, 2028. It shall be self-renewing for yearly periods unless notice of intent to terminate or modify this Agreement is given in writing by either party by March 1st of the year in which the Agreement expires.

Section 2 – ADDITIONS, AMENDMENTS, MODIFICATIONS TO THE CONTRACT

This Agreement incorporates the entire understanding of the parties with respect to personnel policies and all matters affecting conditions of employment. It is further understood that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 3 – BARGAINING COMMITTEE

The Bargaining Committee of the Union shall include not more than six (6) employees of the City of Hagerstown Fire Department. The Union shall give to the City in writing the names of its employee Representatives on the Bargaining Committee.

Section 4 – BARGAINING COMMITTEE COMPENSATION

Employee members of the Bargaining Committee will be paid by the City for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 4
UNION SECURITY

Section 1 – UNION MEMBERSHIP

All employees subject to the provisions of this Agreement, who are either current members of the Union, or choose to become members during the term of this Agreement, shall maintain their membership by paying dues uniformly charged by the Union for membership. Union membership is optional. Any employee hired on or after the effective date of this Agreement may become a member of the Union the first pay period following the completion of their probationary period. During the probationary period a probationer may be discharged or reduced at the City's discretion and such action will not be subject to the grievance or arbitration procedure.

Section 2 – UNION DUES

The employer agrees to the adoption of a Union check-off system whereby Union dues as established by the Union will be withheld from each eligible employee's pay at source in equal amounts from each pay. Such withholdings for Union dues are to be transmitted to the Union not later than the twentieth (20th) day of each month. The Union shall notify the Employer thirty (30) calendar days prior to any change in such dues.

The employee must give the city written authorization for dues check-off. Any payroll deduction authorization shall be revocable at will in writing by the employee, and upon notice of any such revocation, the City's obligation to deduct dues shall cease.

In the event that any dispute arises with respect to any monies owing or believed to be owed to the Union under this Article, it shall be the sole responsibility of the Union to take whatever appropriate and lawful action which is necessary to collect such monies.

Section 3 - UNION INDEMNIFICATION OF CITY

The Union shall accept full liability for and indemnify and hold the City harmless from any and all claims of any employee, of Local, State or Federal Government, or of any other person, corporation or Association, including all grievances, arbitrations, awards, actions, suit, judgments, attachments or forms of liability that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article. The Union assumes full

responsibility for the disposition of the funds deducted under Section two (2) of this Article as soon as they have been remitted by the City to the Union.

Section 4 – NOTIFICATION OF CHANGES TO DEPT REGULATIONS/SOGs

The Fire Chief shall notify the Union of any proposed modification to the Fire Department Rules and Regulations and/or Standard Operation Procedures. The Union shall have seven (7) calendar days to respond in writing to the anticipated changes. After negotiation with the Union and other sources, the Fire Chief shall have the absolute discretion to issue, revise or amend said regulations and procedures.

Section 5 – ON DUTY UNION MEETING ATTENDANCE

All on-duty employees will be permitted to attend regularly scheduled union meetings one (1) time per month for a maximum of three (3) hours each. The Union shall give the Employer three (3) days' advance notice of the time. Meetings will be held at the Hagerstown Fire Department Administration Office, or five blocks of the square of Hagerstown. Arrangements shall be made by the Union and the Employer to assure that employees attending the meeting are available for emergency calls. Emergency calls shall take precedence over union business and the Employer shall not be required to hire overtime to cover the employees at the meeting.

ARTICLE 5
REPRESENTATION

Section 1 – STEWARD/MEMBER RATIO

The Union members shall be represented by one (1) Steward for each ten (10) members or any major part thereof. The City of Hagerstown agrees that the Stewards, duly elected, shall act as the Grievance Committee during the term of this Agreement.

Section 2 – NOTIFICATION OF STEWARD NAMES

A written list of Union Stewards shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes of such Union Stewards.

Section 3 – TIME OFF FOR STEWARDS TO HANDLE GRIEVANCES

Union Stewards and the Union President shall be granted reasonable time off during working hours to investigate and settle grievances, upon notice to and with the approval of their immediate supervisor.

Section 4 – QUARTERLY MEETING BETWEEN UNION AND CITY

The City and the Union agree to meet at least three (3) times, or as necessary, at a mutually convenient time to discuss any and all subjects of concern to the bargaining unit members, the Union of the Hagerstown Fire Department, or the City government, together with any other matters which may improve the operations and relationship of the City and its employees. Individual grievances will not be dealt with in these meetings. The meetings shall be held during normal working hours on the City's premises, without loss of pay to the employees involved.

The City and the Union agree to limit the number of representatives for Meet and Confer session to not more than six (6) participants each. Exceptions may be granted if either party requires additional participants, such as advisory personnel.

Such meetings will normally be conducted by the Fire Chief or his/her designated representative, and attendance by the Director of Human Resources or a designated representative. On occasions where matters of City-wide policies are concerned, the City Administrator or his/her designee may be invited to participate. A non-department member of the City's Negotiating Committee will act as a facilitator to the meeting if requested by either party.

The Union, Fire Chief, and City Officials agree to make all efforts to exchange agendas at least twenty-four (24) hours prior to the meeting date.

Within five (5) calendar days after the conclusion of a Meet and Confer session, the Union shall present a record of the items discussed, the progress on these and other items of interest, as well as any agreement on items or any other news for review by the Fire Chief. The report must be an accurate account of the Meet and Confer session and will be signed by the Fire Chief within five (5) calendar days of receipt before the Union may distribute it to its members. The Fire Chief will report back within fifteen (15) days to the Union to advise of the status and/or results of said projects, concerns, and discussions.

ARTICLE 6
DISCIPLINE AND DISCHARGE

Section 1 – DISCIPLINARY ACTION

Disciplinary action may be imposed upon an employee only for just cause. If the employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2 – DISCHARGE OF EMPLOYEE

The employer shall not discharge any employee without just cause and the employee and the Union will be promptly notified in writing, giving specific reasons for such discharge. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all time lost and with full restoration of all rights and conditions of employment.

Section 3 – EXPUNGING PERSONNEL DISCIPLINARY FILES

The City shall expunge from any and all personnel files, documentation of discipline other than last chance agreements, after three years at the employee's request. Any infractions older than three years will not be used as a basis for further disciplinary action, even if unremoved from a personnel file.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1 – TIME LIMITS

It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. It is agreed that there should be time limits between the initiation of a grievance and its occurrence, once aware of, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated within these time limits will be considered settled by the Employer, employee, and Union. Time limits may be extended under this Article by mutual written agreement of the parties.

Section 2 – GRIEVANCE DEFINITION AND INITIATION

A grievance is any dispute, controversy, or difference between (a) the parties, (b) management and an employee, or employees, or (c) between or among employees of the City of Hagerstown, on any issues with respect to, on account of, or concerning the meaning, interpretation or application of the Agreement or any terms or provisions thereof. Grievances may be initiated either by an individual employee or by the Union on behalf of one (1) or more employees.

Section 3 – GRIEVANCE STEPS

Grievances shall be processed in the following manner and within the stated time limits. Although a meeting is not required at any step of this process, if either party request a meeting, one shall be held at a mutually agreed upon time. The grievant shall have the right to Union representation during any such meeting, and the grievant and Union representative shall be on duty during the meeting. The request for a meeting shall not delay any of the deadlines described herein, except as mutually agreed upon by the parties.

Step 1: The aggrieved employee or group of employees, with the Union Steward, shall. Present the grievance in writing to the lowest level supervisor capable of resolving the matter. If not able to handle the situation immediately the grievance will be given to the Fire Chief. The grievance must be so presented within twenty (20) calendar days of (1) its occurrence or (2) when the grievant should reasonably have known of its occurrence. The Fire Chief shall respond within fifteen (15) calendar days of the presentation of the grievance. If the Fire Chief does not answer within the time allotted, the grievance automatically moves to the next step.

Step 2: If the grievance is not settled in Step 1, the written grievance shall be presented to the City Director of Human Resources within fifteen (15) calendars days after the response from Step 1

is received. The grievance shall be presented along with all pertinent correspondence to date. The City Director of Human Resources shall reply to the grievance in writing within fifteen (15) calendar days of the day of presentation of the written grievance. If the City Director of Human Resources does not answer within fifteen (15) calendar days, the grievance automatically moves to the next step. The City Director of Human Resources shall meet with the individual employee and/or appropriate Union representative before replying to the grievance.

Step 3: Final and binding arbitration is limited to grievances arising out of alleged violation or interpretation of a specific provision of the Agreement. If a grievance is still not resolved in Step 2, the aggrieved party may, upon written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be made within thirty (30) calendar days after the reply of reply from the mediator, unless step was not required as outlined above. If, however, the grievance is not appealed to arbitration as provided for, the reply shall be considered as the resolution of the grievance. The party requesting the arbitration shall request a panel consisting of seven (7) individual Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties agree that the location of all grievances for purposes of requesting a panel shall be the City of Hagerstown, and that all arbitrators shall have an address of within 250 miles radius of the location of the grievance. An arbitrator shall be selected within fifteen (15) calendar days of the receipt of the panel.

If either party requests mediation, a mutually acceptable mediator through FMCS will be used for the purpose of conducting non-binding mediation of the dispute.

ARTICLE 8

SENIORITY

Section 1 – SENIORITY STANDINGS/LIST

Seniority standings shall be granted to all employees. The standing is to be determined on the basis of actual length of continuous service from the latest date of employment as a Fire Department employee. Following the completion of a period of probation, all new employees shall be placed on the seniority list as of the date of their first (1st) day of current employment. Probation may be extended up to an additional six (6) months for employees not meeting minimum performance standards.

Section 2 – SENIORITY TIE-BREAKERS

When personnel are employed by the City on the same date, the seniority among them shall be determined upon the order they were appointed by the Fire Chief.

Section 3 – LOSS OF SENIORITY

An employee shall lose his/her seniority upon voluntary resignation from employment. An employee's seniority shall not be terminated because of authorized leave of absence or layoff. The employee shall return to work within fourteen (14) calendar days of written notice of recall by registered letter to the last known filed address or forfeit his/her seniority rights.

Section 4 – FURLOUGHS/LAYOFFS/REDUCTION IN FORCE

The City reserves its Management Right to furlough up to four (4) duty shifts per employee per fiscal year, or lay off employees during the term of this contract. In case of reduction of force, or elimination of position, seniority shall govern. Layoffs shall begin with the employee with the least amount of seniority. Employees shall be recalled in the inverse order of layoff. Recalled employees shall have up to two (2) weeks to report to duty after being notified that they have been recalled. No new employees shall be hired until the employee or employees on layoff have been given the opportunity to return to work.

Section 5 – SENIORITY LIST POSTING

The Fire Department shall establish a seniority list which shall be brought up-to-date on January first (1st) of each year and immediately thereafter shall be posted on the employee bulletin boards. Such a list shall contain dates of hire. The posted updated list shall stand approved as posted unless objections thereto are reported to the Fire Chief.

ARTICLE 9
WORK ASSIGNMENT, TRAINING & EVALUATIONS

Section 1A – VACANCY POSTING/CERTIFICATIONS/TRAINING

The use of e-mail as a communication medium is important in keeping bargaining members informed of command staff communications. It is highly advisable and recommended that each employee check and monitor e-mail communications from their employer on a regular basis when able. It is optimal that on-duty employees, at a minimum, access the city e-mail system once during the 10-hour dayside portion of the shift and once during the 14-hour portion of the shift.

At the time a position comes open for bid, a representative of management will contact all personnel, in seniority order, and personnel will either accept or reject the position. Once a person accepts the position, their position will then become available and the process repeated until all positions are filled. Employees will be transferred at a time mutually agreed upon between labor and management, at the time the employee is awarded the position. Such moves must not generate overtime inconsistent with the 21-day work period.

The term "qualifications" includes minimum training, experience, attendance, disciplinary records, performance evaluations and ability necessary to perform the job. These qualifications will be found within the Hagerstown Fire Department Standard Operating Guidelines.

All firefighters are required to be trained/certified as Fire Apparatus Operators, and maintain that level of training/certification. Firefighters will be required to function as a Fire Apparatus Operator when necessary.

The City shall provide the required training and make it available to personnel while on shift when possible. If a make-up session is required while the employee is off-duty, that employee will be compensated at the rate of time and one half (1 ½); and scheduling this will require supervisor approval. It may be necessary for employees to be temporarily reassigned for training to complete required certification classes, when the class is required for small groups of personnel spread amongst different work schedules.

The employer will determine the level of certification required by law to meet or exceed current CDL and non-CDL license requirements. Should additional training be required, the city will bear that expense on a case-by-case basis.

Section 1B – ALS CERTIFICATIONS

It is understood that at this time the city does not provide recertification training for personnel with EMS certifications higher than the EMT-B level (i.e., EMT-I and Paramedic).

Any employee that is cleared and functioning as a Washington County ALS provider may choose one of two recertification options:

OPTION 1: Attend recertification classes in person. If on duty, the employee may be relieved with prior supervisory approval to attend recertification with no charge to his/her vacation, holiday, personal or sick leave time. If off-duty, the employee will be paid at one and one half (1 ½) times the regular rate of pay for the time spent in class, not to exceed forty-eight (48) hours.

OPTION 2: Attend an online certification class that the city will reimburse the employee for, not to exceed \$250 every two (2) years. If on duty, the employee may be relieved with prior supervisory approval to attend additional training required to maintain Washington County medical director approval as an ALS Provider with no charge to his/her vacation, holiday, personal or sick leave time. If off duty, the employee will be paid at one and one-half (1 ½) the regular rate of pay not to exceed ten (10) hours.

Section 2 – POSITION ELIMINATION/BUMPING

If it becomes necessary to eliminate, on a permanent basis, any position held by any bargaining member covered by this Agreement, the affected personnel, by seniority, shall be permitted to take over (i.e., "Bump") the least senior employee's position (provided said bargaining member has the seniority to do so).

Section 3 – TEMPORARY TRANSFER OF EMPLOYEES

Two categories of details and transfers will be recognized by management and labor: voluntary and involuntary. When requesting either a detail or a transfer, management agrees to seek personnel who voluntarily want to move first. In the event no qualified personnel want to voluntarily move, the least senior qualified person will be displaced to fill the need(s).

It is agreed that the employer may make temporary details for up to thirty (30) calendar days to facilitate operational needs that may include minimum staffing, training, certifications and skills maintenance. For details greater than thirty (30) calendar days and less than ninety (90) calendar days, a temporary transfer may be made where the affected employee's position will be held pending his/her return to that position. Temporary transfers greater than ninety (90) calendar days may be initiated between the employee(s) and the Shift Commander. For all transfers greater than ninety (90) calendar days, the transfer process must be followed or negotiated with the Local.

Any employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.

Section 4 – QUALIFYING YEARS FOR PROMOTION

All promotions to Union positions greater than the rank of Fire Apparatus Operator will be awarded by a competitive testing process not based off seniority.

The following years of experience are necessary to qualify for:

- A. Fire Apparatus Operator – One (1) year of experience in the Department.
- B. Assistant Fire Inspector – Four (4) years' experience in the Department, including one (1) year experience as a Fire Apparatus Operator.
- C. Fire Inspector – Four (4) years' experience in the Department including one (1) year experience as a Fire Apparatus Operator.
- D. Captain – Five (5) years' experience in the Department including one (1) year experience as a Fire Apparatus Operator.
- E. Lieutenant – Four (4) years' experience in the Department including one (1) year experience as a Fire Apparatus Operator.

Section 5A – FIREFIGHTER PROMOTION TO FAO

All employees hired at the rank of Firefighter will be required to successfully promote to the rank of Fire Apparatus Operator (FAO) within three (3) years of their hire date. Any employee who currently holds the rank of FAO will be required to maintain that rank and therefore cannot voluntarily demote.

Section 5B – FIRE INSPECTOR

Fire Inspector (FI) – The position of FI will be selected from an eligibility list certified by the fire chief and human resources director.

Minimum eligibility requirements for FI will be 4 years continuous service in the HFD. If no internal candidates are interested, the city may seek external candidates to fill the position. External candidates must have four (4) years of fire service experience. Any external candidate hired into this position will not be eligible to transfer to a suppression position.

Minimum qualifications for the position of FI will be established by SOG and the NFPA standards for inspectors based upon current State and Local standards.

The position of FI will be compensated at the FI pay grade and will begin at appointment and acceptance of the FI position. Should any candidate fail to meet the minimum requirements for ~~DFM~~ FI, they will be eligible to return to an FAO position at their current seniority and FAO-based rate of pay.

Management agrees to an FI eligibility list that will expire after two (2) years unless the parties agree to extend the eligibility list. Management reserves the right to decertify the list.

Section 5C – AFI/FAO

Assistant Fire Inspector/Fire Apparatus Operator – The position of AFI/FAO will be selected from an eligibility list certified by the fire chief and human resources director.

Minimum qualifications for the position of AFI/FAO will be established by job description, SOG and the NFPA standards for inspector based upon current State and Local standards.

Management agrees to an AFI/FAO eligibility list that will expire after two (2) years unless the parties agree to extend the eligibility list. Management reserves the right to decertify the list.

Section 5D – LT-CRR

Lieutenant – Community Risk Reduction – The position of LT-CRR will be selected from an eligibility list certified by the fire chief and human resources director.

Minimum eligibility requirements for LT-CRR will be 4 years' continuous service in the HFD. If no internal candidates are interested, the city may seek external candidates to fill the position. External candidates must have four (4) years of fire service experience. Any external candidate hired into this position will not be eligible to transfer to a suppression position.

Minimum qualifications for the position of LT-CRR will be established by SOG and the NFPA standards for inspectors based upon current State and Local standards.

The position of LT-CRR will be compensated at the daywork Lieutenant pay grade and will begin at appointment and acceptance of the LT-CRR position.

Section 6 – STAFFING LEVELS COMMITTEE

The city will agree to refer the subject of staffing levels to a Labor-Management committee which will make an annual report to the City Administrator, Mayor and City Council.

Section 7 – REASONABLE OPPORTUNITY TO PURCHASE FOOD

Employees shall be allowed a reasonable opportunity to leave the station to purchase food when to do so would not impair the operation of the department. This is limited to once per shift at a maximum distance of three (3) miles from the employee's assigned station.

Section 8 – MINIMUM STAFFING LEVELS

The City agrees to maintain a minimum staffing of fifteen (15) bargaining members on duty, with the exception of furlough days when minimum staffing shall be fourteen (14). Captains will not count as part of the minimum staffing while assigned the role of Battalion Commander for an entire shift day or shift night of a duty shift. Fire Inspectors and the Lieutenant – Community Risk Reduction will not count as part of the minimum staffing while functioning within their assigned roles.

The city agrees not to utilize volunteers or part-time employees to supplant Fire Department staffing levels for minimum staffing.

Section 9 – FIRE CADET PROGRAM

The City and Local 1605 agree to create a Fire Cadet program for the purpose of recruiting trained and certified personnel that can be screened over a three-year period. Fire Cadets must be age 18 – 21 to enter the program, not be employed full-time by another fire department represented by an IAFF Local, and have the following training: Firefighter 1 & 2, Hazardous Materials Operations, Emergency Medical Technician – Basic (Maryland or Reciprocal to Maryland), and a valid driver's license. Fire Cadets may only be used as additional staffing, and are the only part-time fire suppression personnel allowed. The city agrees to submit any job description, shift schedule, salary,

benefits duties, and responsibilities for cadets to the Local as part of the notice and opportunity process.

ARTICLE 10
WORK WEEK / OVERTIME

Section 1 – WORK SCHEDULES

The City and the Union will recognize three (3) work schedules:

1. Employees assigned to an operations duty shift shall work a 24-hour period of scheduled work beginning at 0730 hours each day. The regularly assigned shift will be divided into a 10-hour day shift and a 14-hour night shift for the purpose of scheduling, time, and attendance. Employees assigned to this shift work schedule are assigned to a 2,496-hour work year (48hrs/week x 52 weeks). For compensation and leave use, the operations duty shift is equally divided into two, 12-hour shifts. The normal rotation for this schedule is 24 hours worked, followed by 48 hours off with a fixed Kelly relief day that occurs once every twenty-one (21) calendar days. This is a three-shift schedule.
2. Employees assigned to a daywork duty shift shall work a 10-hour day beginning at 0730 hours each day. This is a 40-hour/week (2,080-hour work year) schedule. An example of employees assigned to this schedule are Fire Inspectors and the Lieutenant of Community Risk Reduction. This schedule will have two shifts:

Daywork A-Shift

Week 1 – Monday, Tuesday, Wednesday, Thursday

Week 2 – Tuesday, Wednesday, Thursday, Friday

Daywork B-Shift

Week 1 – Tuesday, Wednesday, Thursday, Friday

Week 2 – Monday, Tuesday, Wednesday, Thursday

For any work required outside of an employee's regular schedule, the employee has the option to either:

- Receive hour-for-hour overtime compensation, or
- Adjust (flex) their regular work schedule within the same pay period to account for the additional hours worked.

This provides flexibility while ensuring the necessary work is completed outside normal business hours.

Those assigned to the Daywork Duty Shift will accrue and be charged leave based upon a ten-hour workday and 40-hour work week consistent with the following table:

DAYWORK DUTY SHIFT ACCRUAL TABLE				
Accrual Type	From (Months)	To (Months)	Weekly/Daily Accrual Rate (Hours)	Annual Accrual Rate (Hours)
Vacation	0	6	-	-
	7	60	1.9230/week	100/year
	61	108	2.8846/week	150/year
	109	204	3.8461/week	200/year
	205	999	4.8016/week	250/year
Sick	0	999	2.3077/week	120
Personal	0	999	10/day	30
Holidays	0	999	10/day	130
Sick to Vacation	0	999	10/day	up to 40
Military	0	999	10/day	150
Bereavement	0	999	10/day	40*

*Bereavement Leave is not accrued at any given rate.

3. A modified day work schedule for light-duty shall consist of an authorized schedule at the discretion of the Fire Chief and Human Resources Director. Employees assigned to this work

schedule must maintain the ability to work 2,496 scheduled work hours per calendar year or 48 hours per week and may only work between the hours of 0600 and 2100. Those employees who are cleared by their physician to do so with documented paperwork on the departmental form may be assigned to a 24-hour shift at the discretion of the Fire Chief or Deputy Fire Chief. Completed documentation does not guarantee the right to a 24-hour shift, but the ability to be assigned in that manner.

The needs of the department will dictate the schedule for those assigned to light duty, nor does it guarantee that you will remain on 24-hour light duty once assigned to that schedule (example: there is a need to have a person in the office during the daylight hours for the following week, the light duty schedule will be adjusted to reflect that).

There shall be no more than three (3) personnel assigned to a 24-hour light duty shift (one per shift) at any given time. Personnel already assigned to a 24-hour light duty position hold that position until relieved of such by the Fire Chief or Deputy Fire Chief and may not be bumped by a more senior person.

Employees assigned to 24-hour light duty will function as the driver for the Battalion Commander, and to competently function as a command aide within the command post. Failure to perform the mission of command aide will result in revocation of 24-hour light duty.

If light duty assignments for personnel begin on the same date, seniority will dictate the shift assignment for 24-hour light duty.

Employees assigned to a daywork duty shift must maintain the ability to work 2,080 scheduled work hours per calendar year or 40 hours per week.

Section 2 – VACATION/HOLIDAY/PERSONAL LEAVE

There will be three (3) Vacation/Holiday/Personal leave spots available per day, with the exception of four (4) Vacation/Holiday/Personal leave spots available on Saturday and Sunday.

Section 3 – KELLY DAYS

In a three-shift rotation described above, the average work week on this schedule would equal 56-hours per week or a 2,912-hour work year. By the terms and conditions of this contract, the parties

agree that each employee assigned to this schedule will be eligible for a Kelly leave day totaling 24 consecutive hours in each 21-day work period. An employee must work, use accrued leave, be on furlough, or another type of approved leave totaling 144 hours in any given work period to be eligible for a Kelly day in that work period.

There will be three (3) Kelly leave spots per shift. In the event there are more than 21 FF and FAO personnel on a shift competing for these three Kelly leave spots, a fourth Kelly leave spot will become available, and assigned either a Tuesday, Wednesday or Thursday spot.

The specific day shall be chosen by the employee according to seniority. Each shift will maintain and administer its own schedule.

If, for any reason, an employee permanently leaves their shift or position, said persons' Kelly Day shall not be offered to the remaining members of the affected shift until said position is filled. The senior most employee of that shift desiring said day shall be assigned same. This person's day shall be filled likewise and so on until all combinations are filled.

All bids and transfers of Kelly time shall be completed in the next work period.

Section 4 – OVERTIME COMPENSATION

Any employee working beyond his/her regular assigned shift shall receive the overtime he/she actually works at time and one-half (1-1/2) or two (2) hours at time and one-half (1-1/2), staying the entire two (2) hours. Any employee reporting for duty as the result of a call back shall receive the overtime he/she actually works at time and one-half (1-1/2) or four (4) hours at time and one-half (1-1/2) whichever is greater. If the holdover or call back is the result of any type of a declared or undeclared emergency, or on the order of a Superior Officer for any reason the overtime shall be paid. If the call back time work assignment and the Employees regular shift overlaps the four (4) hour overtime minimum shall be awarded if it is greater than the time actually worked.

Section 5 – NON-EMERGENCY OVERTIME DISTRIBUTION

The non-emergency overtime work, if any, and the employees required to work such overtime hours shall be established by the most current fire department overtime SOG (Standard Operating Guideline).

Non-Emergency overtime requiring specialty skills or certifications will be offered based upon current needs. (i.e.) Children's Village, pre-scheduled planned events, specialty training details, assigned approved committee work, and special assignments approved by the fire chief based upon co-lateral duties and department needs.

Section 6 – DISTRIBUTION OF OVERTIME

All overtime work must be approved in advance by the employee's supervisor, except in the case of an emergency.

The amount of overtime work, if any, and the employees required to work such overtime hours shall be established by the City, *provided, however*, that overtime work shall be distributed as equitably as is reasonably practical among qualified employees who are normally engaged in the work involved. Any error in the distribution of overtime hours shall be adjusted by the City through the priority assignment of comparable future overtime work, when available, to the employee who was erroneously deprived of such work.

There shall be no duplicating, pyramiding, or compounding of overtime pay.

Section 7 – OFF-DUTY JOB RELATED COURT APPEARANCE

Any employee in the Fire Suppression Division summoned to court, Grand Jury, Department of Motor Vehicles hearings, and/or Juvenile Services hearing in connection with his/her official duties on his/her off-duty time shall be compensated under the call back procedures, set forth in Section 1.

Section 8 – K-9 ASSIGNMENT COMPENSATION

Fire Inspectors within the Fire Marshal's Office that are assigned a K-9 shall be compensated for one (1) hour at their regular rate of pay each day for the maintenance and care of K-9 animals. **Fire Inspectors** shall be compensated at one and one half (1 ½) their regular rate of pay during days off (sick, vacation, holidays and personal) for the maintenance and care of K-9 animals.

ARTICLE 11

HOLIDAYS

Section 1A - PAID HOLIDAYS

The following days shall be Holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day (July 4), Labor Day, Veterans' Day, Thanksgiving Day, and the day after Thanksgiving, the last work day before Christmas, and Christmas Day.

Section 1B - PERSONAL LEAVE TIME

Each employee shall receive thirty-six (36) hours of personal leave time. Personal leave time must be used in the calendar year in which it is given and may not be carried over to the following calendar year (use it or lose it).

An employee hired before July 1 shall receive thirty-six (36) hours of personal leave time for that calendar year. An employee hired on or after July 1 shall receive twelve (12) hours of personal leave time for that calendar year. An employee who begins work on or after December 1 shall not receive any personal leave time for that calendar year.

There will be one (1) unscheduled personal leave time spot per shift, with the exception of weekends (Saturday/Sunday) and designated City Holidays as defined for continuous service, unless there are available leave slots so as not to cause overtime.

Personal leave time may be granted upon request to the employee's supervisor, and may be used in four (4) hour increments. Employees wishing to use the unscheduled personal leave time slot must contact the Shift Commander after 1800 hours on the date before the requested occurrence.

Section 2 – SCHEDULING OF TIME OFF

Due to the continuing service necessary in the Fire Department, all Holiday time may be taken at the request of the employee, providing there are qualified personnel to be assigned by the Fire Chief, and it does not create an overtime situation, unless the said overtime is the result of a job-related injury or Workers' Compensation illness. Vacation time shall take precedence over Holiday time, furlough days and carry-over vacation time providing Vacation time has been approved prior to the request for Holiday time, furlough days and carry-over vacation time. All employees in the Fire

Suppression Division must schedule his/her vacation time during a 24-hour duty shift (2 for 1). Vacation time preference shall be awarded on a seniority basis. At this time all employees who so desire shall have the opportunity to schedule his/her vacation time. All employees who have a half shift (12 hours) shall be permitted if he/she desires to schedule one (1) ½ (half) shift during the course of scheduling his/her vacation time. This rule applies to those employees with 2 ½, 7 ½, and 12 ½ vacation duty shifts.

After the scheduling of vacation time, the time off book shall be distributed to all employees. This shall be done on a seniority basis. At this time all employees who so desire shall have the opportunity to schedule his/her remaining vacation time and holiday time. This may be done in full duty shifts or ½ (half) shifts. All time (Vacation and Holiday) shall be considered the same.

After the scheduling of vacation time and holiday time, the time off book shall be distributed to all employees. This shall be done on a seniority basis. This must be scheduled during a 24-hour duty shift.

After the scheduling of vacation time, holiday time, and furlough days, the time off book shall be distributed to all employees. This shall be done on a seniority basis. At this time all employees who so desire shall have the opportunity to schedule his/her remaining carry-over vacation time, provided that he/she uses the excess unused vacation time between January 1 and June 1 of that calendar year.

Scheduling of Vacation and Holiday time, furlough days and carry-over vacation time shall commence on September first (1st) of the prior year, with the understanding that Vacation times shall have preference over Holiday time. All scheduling shall be done on a seniority basis per shift. All requests must be in by December fifteenth (15th) of each year. After January first (1st) all requests for Vacation and Holiday and carry-over vacation time are on a first requested basis, with no difference between Vacation or Holiday time, or carry-over vacation time.

Section 3 – UNUSED HOLIDAY TIME

Unused Holiday time, at the end of the calendar year, shall be forfeited, unless the City is the cause of the unused leave. In this instance, the employee may carry over the unused leave, but must use the leave between January first (1st) and June first (1st) of that year.

Section 4 – DAYS OFF FOR HOLIDAYS WORKED

For each day that an employee is entitled to be given a day off by virtue of working on a holiday, he/she will be given a regular shift day or shift night off from work with pay.

Section 5 – HOLIDAY HOURS WORKED

Employees shall be paid at the rate of time and one-half (1 ½) for the hours actually worked on a Holiday. Any employee on overtime on a holiday shall be paid at the rate of two (2) times his/her regular rate for the hours actually worked. Pay for a holiday worked will begin at 0730 on the date of the holiday and end at 0730 the following day.

Section 6 – CHARGEABLE HOLIDAY DEFINITION

For the purpose of definition, one (1) shift day or shift night shall be considered a chargeable holiday.

ARTICLE 12

VACATIONS

Section 1 - VACATION ALLOWANCES

The City shall grant employees vacation with pay, as follows:

1. There shall be no vacation time accrual during the first six (6) months of continuous service. Upon successful completion of 6 months of service and successful completion of probation, employees will be credited with 60 hours of vacation time.
2. Beginning in the 7th month of continuous service, an employee shall earn 2.3077 vacation hours per week with a limit of 120 hours for a full calendar year of employment.
3. Beginning on January 1st of the year in which the employee reaches his/her 61st month of continuous service, an employee shall earn 3.4615 hours per week with a limit of 180 hours for a full calendar year.
4. Beginning on January 1st of the year in which the employee reaches his/her 109th month of continuous service an employee shall earn 4.6154 vacation hours per week with a limit of 240 hours for a full calendar year of employment.
5. Beginning on January 1st of the year in which the employee reaches his/her 205th month of continuous service an employee shall earn 5.7693 vacation hours per week with a limit of 300 hours for a full calendar year of employment.

Hours accumulated in accordance with this paragraph 5 may be used as follows:

- (a) Hours available shall first be applied to a number of full shift days or shift nights.
- (b) Excess hours constituting less than one-half (1/2) of a full shift day or shift night shall be paid to the employee at the then-prevailing regular rate of pay.
- (c) If the excess hours constitute one-half (1/2) or more of a full shift day or shift night, such hours shall be considered as constituting a full shift day or shift night.

Section 2 - COMPUTATION OF VACATION PAY

Pay for all vacations will be based on the rates of pay of the employee during the time of his/her vacation.

Section 3 - REIMBURSEMENT OF RESERVATION COSTS

Any reservation costs incurred by an employee through re-scheduling his/her vacation at the City's request will be reimbursed, provided the costs are substantiated in writing.

Section 4 - PAYMENT FOR WORK DURING VACATION TIME

Any employee required to return to work during a previously scheduled vacation shall be compensated for the time actually worked at one and one-half times the regular rate for the current vacation work only. Any remaining vacation time may be rescheduled in accordance with the provisions of the applicable collective bargaining agreement for scheduling of vacations.

Section 5 - VACATION PREFERENCES

Vacation preference shall be determined on the basis of departmental seniority, with the understanding that vacation must be scheduled so that the City can maintain services to the public and no overtime is required, unless said overtime is the result of a job-related injury or illness.

Section 6 - VACATION REQUESTS

Vacation requests must be made in accordance with Article 11, Section 2.

Section 7 - DEFINITION

For the purpose of definition, one (1) shift day or shift night shall be considered a chargeable vacation day.

Section 8 - PAYMENT OF EARNED VACATION UPON LEAVING CITY EMPLOYMENT

An employee leaving City employment will be paid for all vacation earned in accordance with Section 1, paragraph 5 of this Article and credited to his/her vacation account on January 1 of the calendar year in which the employee leaves employment. Unless the employee is leaving employment because of a termination for cause, the employee will also be paid for all vacation earned in the calendar year in which the employee leaves employment, in accordance with Section 1, paragraph 5 of this Article, but not yet credited to his/her vacation account.

Section 9 - VACATION ACCOUNTS

The status of each employee's vacation account will be available on their pay advice or the Employee Self Service portal.

Section 10 - VACATION CARRY-OVER

Total vacation carry-over cannot exceed 120 hours plus the annual accrual amount for that year for all employees assigned to a 2,496-hour work year. Total vacation carry-over cannot exceed 100 hours plus the annual accrual amount of that year for all employees assigned to a 2,080-hour work year. Vacation allowance in excess of hours listed above, plus the annual amount will be forfeited at the end of the calendar year, unless the city is the cause of the unused leave. In that instance, the employee may carry over the excess unused leave into the next calendar year, provided, that he/she must use the excess unused vacation leave between January 1 and June 1 of that calendar year. If the employee is unable to use his/her excess unused vacation leave by June 2 of that calendar year, the City shall pay the employee for all unused excess vacation leave, if the City is the proven cause for the unused time.

ARTICLE 13
SICK & SAFE LEAVE

The City will provide paid Sick and Safe Leave (SSL) to covered employees in accordance with the Maryland Healthy Working Families Act (the “Act”). The provisions are set forth in Personnel Policy 203. The provisions below are specific to IAFF Local 1605 regarding accruals and separation.

Section 1 - FULL TIME EMPLOYEE ELIGIBILITY AND ACCRUAL

Full time employees are eligible for Sick and Safe Leave (SSL) as follows:

1. Employees will earn the equivalent of twelve (12) SSL days, equivalent to 12 shift days/nights or 144 SSL hours per year, accruing at 2.7692 hours per week. DFM accruals are listed in Article 10, Section 1, Number 2.
2. Employees may accrue a maximum of 145 shift days/nights or 1,740 hours of SSL.
3. Accrued SSL hours exceeding the maximum of 1,740 hours will be “recorded and banked” in the SSL bank. All SSL hours, including those “banked” hours, will be used as justification if it becomes necessary to petition the City Administrator for an extension of SSL benefits. A maximum of 1,200 hours, equivalent to 100 shift days/nights, may be “banked” in the SSL bank. Banked leave may be used when all available leave has been exhausted.

Section 2 - PAYMENT OF SSL UPON SEPARATION

1. When an employee hired prior to July 1, 2022 retires with ten (10) or more years of credited service and from the applicable retirement plan, he/she is paid the total amount of his/her accumulated sick leave from his/her “active” sick leave balance. (“Banked” sick leave is excluded for the purposes of this calculation.) Credit for SSL will be given in accordance with the applicable retirement plan (Plan). SSL is paid at the employee’s final rate of pay up to a maximum of \$12,000.
2. Upon leaving City service for reasons other than retirement, a full-time employee hired prior to July 1, 2022 will be paid for one half (1/2) of accrued SSL hours at the employee’s final rate of pay up to a maximum of \$6,000, provided the employee has been employed by the City for a minimum of five (5) consecutive years.
3. If a full-time employee is terminated for cause, SSL balances will not be paid out at the time of separation.

Section 3 - WORKERS COMPENSATION BENEFITS

The City will provide, through an insurance carrier, Workers' Compensation Insurance which will pay the full amount of awards made by the Workers' Compensation Commission. When an employee takes a Workers' Compensation leave of ninety (90) calendar days duration, or longer, the normal benefits which the employee earns by working, (i.e., holidays, vacation, sick leave time), are frozen at their existing levels on the first (1st) day of compensation leave and remain frozen until the employee returns to work.

Upon return to work by the employee, the number of days credit the employee had accrued when the leave began shall be activated and the employee shall immediately become eligible for future benefits to the same extent such benefits were being earned before the leave.

All absences shall be charged to Workers' Compensation leave if a bona fide Workers' Compensation claim develops.

In cases when a claim is doubtful, absences will be charged to SSL or other leaves until a final ruling is made by the Workers' Compensation Commission. Upon having received the decision and it has been determined to be a valid claim, all leave shall be restored to the employee's accounts.

Section 4 – DEFINITION

For the purpose of definition, one (1) shift day or shift night shall be considered a chargeable SSL day.

Section 5 – LIGHT DUTY

At the discretion of the Fire Chief and Human Resources Director, the City shall offer light duty employment to employees who become disabled due to a non-line-of-duty condition to the same extent and in the same manner that it currently grants light duty to employees who are injured in a line-of-duty accident.

Section 6 – OTHER

1. During sickness, an employee's regular relief shifts shall not be charged against his/her leave time
2. Approved SSL absences will run concurrent with approved Family Medical Leave absences, if applicable.

3. Command Staff may deny an employee's request to take SSL when it is causing a disruption to the workforce. The Fire Chief may work with the Director of Human Resources to review SSL documentation in order to approve the use of SSL in the event the employee has been reprimanded for repeated absences.
4. When an employee has exhausted all available SSL and requires additional leave for one of the permitted uses of SSL, the employee must use any available unused vacation time, comp time and holiday time for the absence. If the employee is unable to return to work at the end of all of this time, the employee may bring the matter to the City Administrator and the Union. They will review the situation. The City Administrator shall make the decision as to whether additional time off may be granted to the employee.

In accordance with the Act, the City will not retaliate against any employee by taking adverse action against an employee who exercises his/her right to use Sick and Safe Leave, or who makes a complaint, brings an action, or testifies in an action regarding a violation of the Act.

Employees have the right to report an alleged violation of the Act by the City to the Commissioner of Labor and Industry or to bring a civil action against the City as permitted by the Act.

ARTICLE 14
OTHER LEAVE

Section 1 - LEAVE FOR ANNUAL MILITARY TRAINING

Any employee who is a member of the National Guard or of any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of accumulated annual leave, during which he/she is engaged in the performance of annual official duty or training, pursuant to appropriate order. While on such leave, the employee shall be paid his/her regular straight time rate, less his/her military pay, *provided, however*, that such payment shall not exceed a total of payment for fifteen (15) duty shifts in any calendar year, and *provided further*, that there shall be no more than one such payment for any single leave.

1. The eligible Military leave requirement for all city employees is 15 (fifteen) workdays per calendar year.
2. This equates to 150 hours in accordance with the definition of a Daywork Duty Shift. This equates to 15 workdays x 10 hours = 150 hours per calendar year.
3. This equates to 180 hours in accordance with the definition of an Operations Duty Shift. This equates to 15 workdays x 12 hours = 180 hours per calendar year.

In order to receive payment of salary under this Section 1, an employee must submit a copy of his/her orders with the City's Human Resources Department and with his/her Department Head. In addition, upon returning from his/her annual military training, the employee must provide the Human Resources Department and to his/her Department Head a certification from his/her Commanding Officer confirming that he/she has performed his/her duty in accordance with the terms of the orders.

Section 2 - ACTIVE MILITARY DUTY

The City shall, in accordance with applicable federal law, guarantee any accrued seniority to any employee who volunteers for, or is called to serve, active military duty. The City shall also guarantee a comparable position for such employee upon his/her return to civilian life, to the extent required by federal law, *provided* that the employee makes application for re-instatement within ninety (90) days after being released under honorable conditions from such military service. Employees who volunteer for, or are called to serve, active military duty shall not be paid for the period that they are on leave, *provided, however*, that they shall be paid for all accrued vacation at the time they take leave to perform active military duty.

Section 3 - BEREAVEMENT LEAVE

Each employee shall be granted forty-eight (48) hours off with pay for a death in the employee's immediate family to attend the services. The immediate family shall be defined to mean one of the following: spouse; child; parent; brother or sister; grandparent; grandchild; step- father or mother; stepchild; aunt; uncle; niece or nephew; or family-in-law if confirmation is provided (obituary, etc.). The time off shall not be charged to sick, holiday, or vacation leave.

If additional time is needed for travel, it shall be granted upon justification to the employee's supervisor. Such additional time shall be unpaid, unless vacation, holiday, or sick leave is used. If an employee uses sick leave for a purpose described in this section, he/she shall not be penalized for such use.

Section 4 - JURY DUTY

An employee who is called for jury service will be granted leave for the necessary period with full pay, less payments received for the jury duty. Whenever the employee is temporarily excused from such jury duty by the court on his/her scheduled workday, he/she shall advise his/her supervisor as promptly as possible and report for work, if requested by the supervisor.

Section 5 - UNION DELEGATE LEAVE

Employees appointed as delegates shall be granted time off to attend and serve at the annual international and state conferences or quarterly meetings of their Union and health and safety seminars of their Union at no cost to the City or loss of vacation leave or holiday leave, provided, that the local Union has authorized the request and the Fire Chief has approved the time off. The City will cover the cost of the leave time for up to two (2) delegates per event. Such leave will not be longer than four (4) consecutive shift days or shift nights (48 personnel hours) per delegate per event.

Section 6 - FAMILY AND MEDICAL LEAVE

Family and medical leave will be granted in accordance with the requirements of the federal Family and Medical Leave Act (FMLA).

Section 7 - SHIFT TRADES

Full-time career personnel will be authorized to trade shifts in accordance with the following procedures:

- a. The trading of shifts is defined as the trading of whole shifts or a portion of any shift.
- b. The trade of a shift must be approved by the employee's Battalion Chief or Captain
- c. Personnel may trade shifts when doing so will not create the need to hire an employee back on overtime.
- d. Trades in which an employee fills a position for another class that he or she is not technically qualified to fill (example: firefighter trading for FAO), may be withheld until it is determined that projected staffing needs are met. Final approval or disapproval of a trade request will be made no later than 24 hours before the requested date of the trade.
- e. Trades must be requested a minimum of 48 hours in advance unless extenuating circumstances exist which will be addressed on a case-by-case basis at the discretion of the Battalion Chief or shift Captain. Trades between qualified employees do not require 48 hours' advance notice to the Battalion Chief or shift Captain.
- f. Repayment of trade time will be the sole responsibility of the individuals involved.

ARTICLE 15
RETIREMENT SYSTEM

Section 1 – DEFERRED COMPENSATION PROGRAM

To assist in increasing retirement income, all employees shall be given an opportunity to participate in the tax deferred compensation program offered by the City. The City shall provide a payroll check-off payment system to facilitate the transfer of funds to said companies.

Enrollment in said programs shall be voluntary and within the parameters of Section four hundred fifty-seven (457) of the Internal Revenue Code of 1989, as amended. Employees shall make all financial decisions relating to their individual programs.

ARTICLE 16
INSURANCE BENEFITS

The City of Hagerstown agrees to make health, prescription, and dental insurance available to all full-time employees and their dependents. Each employee will have the option to purchase enhanced dental coverage at group rates for themselves and their dependents.

Section 1 – RETIREE HEALTHCARE ELIGIBILITY

At retirement, an employee hired before July 1, 1989, must have completed a minimum of 10 years of full-time continuous service with the City to qualify for healthcare benefits for himself/herself and their eligible dependents who are eligible for the City's health insurance.

At retirement, an employee hired on or after July 1, 1989, must have completed a minimum of 20 years of full-time continuous service with the City to qualify for healthcare benefits for himself/herself and their eligible dependents who are eligible for the City's health insurance.

For employees hired after February 2, 2004, upon their retirement, dependent coverage will be made available at the full expense of the retiree.

Employees hired on or after July 1, 2009, who become qualified for retiree healthcare, may elect insurance for themselves and dependents who are eligible for the City's health insurance prior to retirement until the retiree/dependent becomes eligible for Medicare or is no longer an eligible dependent.

Section 2 – ELIGIBLE RETIREE HEALTHCARE BENEFITS

For all **eligible** retirees and their dependents who are covered on the health insurance prior to the employee's retirement from the City who are under age 65, a traditional 80/20% cost sharing program for medical costs will be made available by the City, unless the retiree or spouse has proven eligible for Medicare coverage. The retiree or spouse who has enrolled for Medicare coverage will have same options as retirees over 65.

For retirees and their spouses who are covered on the health insurance prior to the employee's retirement from the City who are 65 years and older, **they may continue that coverage for \$50 per month or accept a defined contribution stipend of \$300 per month provided by the City. They may use this stipend to help to purchase a Medicare Supplemental Plan from another insurance provider.** The stipend will be deposited into a Health Reimbursement Account and they can apply for reimbursement from their account for any premiums or out of pocket costs. Only those retirees or their spouses who are Medicare eligible and are already participating in the City's health insurance program are eligible for the Health Reimbursement Account (HRA) option.

Section 3 – EMPLOYEE HEALTHCARE BENEFITS

Employees with individual coverage will pay up to, but not more than 20% of employee's portion of the premium cost.

Except for the single premium rate described in paragraph one above, whenever a change in the employees share of the health insurance premium for the Level Plan, employees and the City will share premium increases evenly except that the employee increase will not exceed 25% of the employee's current year's contribution rate.

For example, purposes only:

Example #1: An employee is currently paying \$100.00 per month for the Level Plan. The employee's portion of the premium increase for the next plan year is \$21 so the employee will pay \$121.00 in contribution for the next plan year.

Example #2: An employee is currently paying \$100.00 per month for the Level Plan. Next year's total employee premium increase is \$30 dollars. The employee's contribution for the next plan year will be \$125.00. This is because the increase will not exceed 25% of what the employee is currently paying.

** In the event that any other employee group, (union or non-union) is provided with a more generous premium rate, IAFF Local 1605 will receive that rate as well.

The City shall maintain a Health/Benefits Committee consisting of members of the Union and Management of the City, whose duties, among other things, are to perform periodic reviews of the City's Health Insurance benefits and level of coverage. The Committee will also study such matters as cost reduction and employee benefits education. The Committee will periodically review and make recommendations to the Mayor and Council on changes to the plans. Changes to the healthcare plans that affect any member of Local 1605 shall first be approved by three of the five employee groups and approved by Mayor and City Council of the City of Hagerstown prior to any changes being implemented.

The City agrees to provide the cost of level dental insurance for employees and retirees. Employees and retirees may insure eligible dependents and may elect the higher-level dental coverage for an additional premium at their cost. Retirees may insure themselves and eligible dependents who are eligible for coverage prior to the employee's retirement from the City.

The City agrees to offer the pre-tax premium conversion option as long as such option is allowed by the Internal Revenue Service.

Section 4 – JOB-RELATED DEATH OR JOB-RELATED DISABILITY

If an employee suffers a job-related death or job-related disability that requires early retirement, (prior to age 65), the City will provide the retiree medical plan, at City cost, for the employee, his/her spouse, and their eligible dependent children who were eligible for coverage by the health insurance plan prior to retirement until the employee and spouse become Medicare eligible; and children are no longer eligible dependents. When a retiree or spouse are eligible for Medicare insurance, the retiree and spouse will receive the same benefits granted to other retirees at age 65.

Section 5 – LIFE INSURANCE

The City agrees to provide a life insurance policy equal one (1) time the employee's annual base pay with additional accidental death and dismemberment benefits for each active employee.

Section 6 – PHYSICAL EXAMINATIONS

The City shall provide, at its expense, a complete and thorough fitness for duty physical examination for each employee:

- 1) Physical examination will be provided every three (3) years for those age 30 and under, every two (2) years for those over age 30 and annually for those age 40 and over.
- 2) An EKG and cardiac stress test will be required at the time of the physical exam for all employees.
- 3) Laboratory studies to include:
 - a. CBC (Complete Blood Count)
 - b. GCP (General Chemical Profile)
 - c. Lipid Profile
 - d. Stool for Occult Blood
 - e. Urinalysis
 - f. PSA (Prostatic Specific Antigen)
 - g. Hepatitis A virus vaccine and/or titers per CDC guidelines
 - h. Hepatitis B virus vaccine and/or titers per CDC guidelines
 - i. Hepatitis C virus screening
 - j. HIV screening
- 4) Chest X-ray
- 5) Hearing and Vision Test
- 6) Heart Scan – baseline and every five (5) years
- 7) Mammogram as directed by personal physician
- 8) Galleri Cancer screening blood testing

All new employees covered by this agreement shall receive a base line spirometry test as part of their pre-employment physical. In addition, the City shall provide, at its expense, a physical examination that meets the requirements of the Department of Transportation for any employee who possesses a commercial driver's license ("CDL").

In addition, the City will randomly test employees for compliance with its Substance Abuse/Drug Testing policy. As used in this policy, "random testing" means a method of selection of employees

for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Policy and procedure details will be communicated in a departmental Standard Operating Guideline (SOG).

Any medical information arising from the physical and/or tests which is directly pertinent to the employee's fitness for duty shall be released to the City's Department of Human Resources by the physician. Failure to submit to the physical and complete all required tests shall result in progressive disciplinary action, up to and including termination.

The city has the option to pay for the above listed physical and lab work using the employee's health care plan if said plan covers those services. The City shall reimburse all employees covered by this agreement for all co-pay amounts incurred by the employee due to the use of the City's health care plan for services listed above.

The employer agrees to pay for and replace optical and hearing devices/ equipment of a Firefighter damaged unintentionally while on duty. The Firefighter shall submit to the Fire Chief the billing for said optical/hearing devices/equipment or work and shall receive reimbursement for same, providing that it is verified by the Officer in Charge that said damage occurred while on duty.

Section 7 – EMPLOYEE ASSISTANCE PROGRAM

In addition to coverage already provided under the City insurance program, it is agreed that the following psychological services will be provided by the City of Hagerstown:

An Employee Assistance Program (EAP) service through a contract with an independent provider. This contract shall allow all employees and/or dependents to seek direct, voluntary, and confidential assistance for EAP issues. The counseling will be provided at no charge to the employee, for up to six (6) counseling sessions. Any further counseling will come under normal insurance co-payments, as outlined in the Health Insurance policy.

Supervisory referrals of employees may also be made under this program. Mandatory supervisory referrals are required when any employee is injured or injures someone else in the line of duty.

Section 8 – TOBACCO FREE

It is understood that smoking and/or the use of any and all tobacco products is a known hazard to the health of employees, including members of the bargaining unit. Fire Department staff are discouraged from using tobacco and tobacco related products during work hours, or at any Fire Station during non-work hours. Tobacco and tobacco related products include cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or electronic devices/vaporizers.

All employees hired after May 1, 2018 will abstain from the use of tobacco and tobacco products both on-duty and off-duty.

ARTICLE 17

UNIFORMS

Section 1 – INITIAL CLOTHING ISSUANCE/ANNUAL CLOTHING ALLOTMENT

A. The City shall provide as soon as possible after employment:

- Five (5) pairs of work pants
- Five (5) golf/button-down style shirts
- Four (4) work T-shirts
- One (1) ball cap
- One (1) uniform work jacket
- Two (2) pair of shorts
- Two (2) sweat shirts (long sleeve)
- Two (2) pair of sweat pants

Each fiscal year all employees shall be allotted:

1. One pair of work pants and one collared shirt and;
2. Each employee will receive \$500 for uniforms and/or boots as approved in the Departmental Standard Operating Guidelines, or other items approved by the city. Unspent funds revert to the city.

B. Within six (6) months of completion of the probationary period, one (1) complete dress uniform shall be provided. At the time of retirement, members shall be permitted to keep and maintain the dress uniform issued to them. This uniform shall be worn only when authorized by the Officer in Charge. When dress uniform replacements are needed, used uniforms should be returned. Dress uniform shall consist of:

- One (1) Tie
- One (1) blouse
- One (1) pair trousers
- One (1) uniform shirt
- One (1) pair of shoes
- One (1) stovepipe hat

C. One (1) complete set of the following shall be provided:

- One (1) breast badge
- Two (2) name plates

- One (1) set of collar pins for shirts
- One (1) set if collar pins for coat
- One (1) hat badge

All apparel requiring shoulder patches and rockers shall be provided to the employee already sewn onto clothing per departmental standards.

Section 2 – PROTECTIVE CLOTHING ISSUANCE

All new employees shall be issued protective clothing as soon as possible. It consists of:

- One (1) turnout coat
- One (1) pair of turnout pants
- One (1) helmet
- One (1) pair of leather turnout boots
- One (1) Nomex hood
- One (1) pair of eye protection
- One (1) SCBA face piece
- Two (2) pair of firefighters' gloves
- One (1) gear bag
- One (1) face piece bag
- One (1) pair of extrication style gloves
- One (1) 50' piece tubular webbing

All of the above items shall meet or exceed OSHA and/or NFPA specifications. The Department Safety Committee shall be responsible for reviewing changes in OSHA and NFPA standards and submitting recommendations to the Fire Chief.

All employees covered by this Agreement who must wear corrective lenses while using SCBA's, shall be issued their own face piece fitted with spectacles inside the face piece.

Section 3 – SECTIONS 1 & 2 CLOTHING/EQUIPMENT SOURCE

All clothing and/or equipment in Section 1 and Section 2 shall be provided from departmental existing supply, when available and in acceptable condition. When clothing and/or equipment in Section 2 requires replacement, used equipment shall be returned.

Section 4 – WEARING OF IAFF ROCKER

All Union employees may wear the I.A.F.F. Rocker under the Departmental patch.

Section 5 – PERSONAL PORTABLE RADIOS

Employees shall be assigned his or her own portable radio, as funding becomes available.

Section 6 – UNIFORM/CLOTHING COMMITTEE

The City and Union shall establish a committee, with representation from both, to establish specifications and guidelines for the purchase of protective clothing, dress uniforms, and clothing worn by bargaining members.

Section 7 – PFAS FREE PROTECTIVE CLOTHING

Employee's turnout gear, when replaced due to expiration or for new hires, will be replaced with perfluoroalkyl or polyfluoroalkyl (PFAS) free options as it becomes approved by the NFPA and available for purchase.

ARTICLE 18
CAPTAINS AND LIEUTENANTS

Section 1 – CAPTAINS

1. There will be a minimum of one Captain on duty in either the Station Captain or Shift Commander Role at all times on each shift
2. The captains on each shift will maintain a separate leave book for the purpose of scheduling Vacation, Holiday, Personal, Sick to Vacation, and Carry-over Vacation leave.
3. The bid order for Vacation, holiday and Personal leave selections will be 1) Senior Captain, and 2) Junior Captain based upon total departmental seniority on their respective shifts.
4. Captains on a respective shift may not schedule Vacation, Holiday or Personal time on the same duty shift to minimize overtime and maximize command officer availability. The fire chief may grant emergency leave in extenuating circumstances on a case-by-case basis.
5. Shift Captains will be permitted to trade with any other bargaining unit member when they are scheduled to work in a station. When scheduled to work as the shift Commander, Captains may trade with each other in accordance with Article 14, Section 7 of the current CBA.
6. A Battalion Chief will not count towards contractually required on-duty minimum staffing.
7. Leave picks will be made in three rounds: Round 1 – Vacation accrual hours; Round 2- Holiday and personal leave hours; Round 3- other types of leave.
8. Use of Personal leave for Captains will be the same as Article 11. Section 1 B, Personal Leave Time.
9. Captains will begin the leave selection process on November 1st of the preceding year and must complete all pre-selected dates by November 30th.
10. Captains will not be required to mark up their leave selections during the leave selection advanced period; but agree that leave may not be available if they choose not to.
11. When overtime backfill is required for a Captain's station vacancy, the requirements of Article 10 of the current contract and all effective policies will be followed.
12. The primary function of the captain shall be to serve as a company officer. Captains may operate fire apparatus in emergency and training situations, but shall not function as a scheduled FAO.

Section 2 – LIEUTENANTS

1. Lieutenants are compensated through the DFM wage scale per Article 19 of the current CBA.
2. The lieutenant on each shift will be included in the same leave book (for all types of leave) as the fire apparatus operators and firefighters; including the selection of Kelly days. Those leave selections will be based off of where they live within the department seniority list and not based off of rank.
3. Lieutenants will be permitted to trade with any other bargaining unit member, in accordance with Article 14, Section 7 of the current CBA.
4. Lieutenants are not permitted to function as the Shift Commander.
5. The primary function of the lieutenant shall be to serve as a company officer. Lieutenants may operate fire apparatus in emergency and training situations but shall not function as a scheduled FAO.
6. With only one (1) lieutenant per shift, there is not a minimum requirement to have a lieutenant on duty. However, lieutenants shall count towards minimum staffing levels as listed within the CBA.
7. At no time will a lieutenant's salary be greater than that of a captain with the same years of service based off of anniversary date or greater. 1

ARTICLE 19
LT-COMMUNITY RISK REDUCTION, FIRE INSPECTOR & ASSISTANT FIRE
INSPECTOR/FIRE APPARATUS OPERATOR

Section 1 – ASSIGNMENT & LEAVE

1. There will be one AFI/FAO per operations duty shift.
2. The AFI/FAO will be within the same leave book as FFs, FAOs, and Lieutenants.
3. The AFI/FAO will hold a regular position like the other FAO and FFs on their respective shift.
4. FI's and the LT-Community Risk Reduction will be eligible for voluntary overtime hiring in the stations, populating on the second list unless they are already on-duty on a suppression unit.
5. FI's and the LT-CRR will share a leave book. A FI or the LT-CRR must be on duty every Tuesday, Wednesday, and Thursday (except for a city holiday, unless there is special event coverage required).
6. If after-hours coverage is needed for a special event and cannot be filled voluntarily, the assignment will follow the overtime procedures outlined in the applicable SOG. If the event falls on a weekend, the individual scheduled from the FI/LT-CRR leave book on the preceding Friday will be assigned to cover.

ARTICLE 20
PAY SCALES

IAFF Local 1605 Wage Scale (Annual Base Wages)

Effective from **Tuesday, July 1, 2025, through Monday, June 30, 2028.**

	FY26		FY27		FY28
Step	FF	Step	FF	Step	FF
	1.08		1.06		1.05
1	\$53,040.00	1	\$56,234.88	1	\$59,055.36
2	\$54,862.08	2	\$58,156.80	2	\$61,077.12
3	\$56,734.08	3	\$60,128.64	3	\$63,123.84

	FY26		FY27		FY28
Step	FAO	Step	FAO	Step	FAO
	1.08		1.06		1.05
1		1		1	
2	\$56,734.08	2	\$60,128.64	2	\$63,123.84
3	\$60,977.28	3	\$64,646.40	3	\$67,891.20
4	\$66,044.16	4	\$70,012.80	4	\$73,507.20
5	\$67,666.56	5	\$71,735.04	5	\$75,329.28
6	\$69,338.88	6	\$73,507.20	6	\$77,176.32
7	\$71,036.16	7	\$75,304.32	7	\$79,073.28
8	\$72,783.36	8	\$77,151.36	8	\$81,020.16
9	\$74,555.52	9	\$79,023.36	9	\$82,967.04
10	\$76,402.56	10	\$80,995.20	10	\$85,038.72
11	\$78,648.96	11	\$83,366.40	11	\$87,534.72
12	\$81,444.48	12	\$86,336.64	12	\$90,654.72
13	\$84,240.00	13	\$89,306.88	13	\$93,774.72
14	\$87,160.32	14	\$92,401.92	14	\$97,019.52
15	\$90,180.48	15	\$95,596.80	15	\$100,389.12
		23	\$98,941.44	23	\$103,883.52

	FY26		FY27		FY28
Step	AFI/FAO	Step	AFI/FAO	Step	AFI/FAO
	1.08		1.06		1.05
1		1		1	
2		2		2	
3		3		3	
4	\$67,666.56	4	\$71,735.04	4	\$75,329.28
5	\$69,313.92	5	\$73,482.24	5	\$77,151.36
6	\$71,011.20	6	\$75,279.36	6	\$79,048.32
7	\$72,758.40	7	\$77,126.40	7	\$80,995.20
8	\$74,555.52	8	\$79,023.36	8	\$82,967.04
9	\$76,602.24	9	\$81,194.88	9	\$85,263.36
10	\$78,873.60	10	\$83,616.00	10	\$87,809.28
11	\$81,394.56	11	\$86,286.72	11	\$90,604.80
12	\$84,240.00	12	\$89,306.88	12	\$93,774.72
13	\$87,160.32	13	\$92,401.92	13	\$97,019.52
14	\$90,155.52	14	\$95,571.84	14	\$100,339.20
15	\$93,275.52	15	\$98,866.56	15	\$103,808.64
		23	\$102,336.00	23	\$107,452.80

	FY26		FY27		FY28
Step	LT	Step	LT	Step	LT
	1.08		1.06		1.05
1		1		1	
2		2		2	
3		3		3	
4		4		4	
5	\$70,986.24	5	\$75,254.40	5	\$79,023.36
6	\$72,733.44	6	\$77,101.44	6	\$80,945.28
7	\$74,505.60	7	\$78,973.44	7	\$82,917.12
8	\$76,352.64	8	\$80,945.28	8	\$84,988.80
9	\$78,624.00	9	\$83,341.44	9	\$87,509.76
10	\$81,344.64	10	\$86,236.80	10	\$90,554.88
11	\$84,165.12	11	\$89,207.04	11	\$93,674.88
12	\$87,035.52	12	\$92,252.16	12	\$96,869.76
13	\$90,055.68	13	\$95,447.04	13	\$100,214.40
14	\$93,150.72	14	\$98,741.76	14	\$103,683.84
15	\$96,395.52	15	\$102,186.24	15	\$107,303.04
		23	\$105,755.52	23	\$111,047.04

	FY26		FY27		FY28
Step	FI/DAY-LT	Step	FI/DAY-LT	Step	FI/DAY-LT
	1.08		1.06		1.05
1		1		1	
2		2		2	
3		3		3	
4	\$69,284.80	4	\$73,444.80	4	\$77,126.40
5	\$70,990.40	5	\$75,254.40	5	\$79,019.20
6	\$72,737.60	6	\$77,105.60	6	\$80,953.60
7	\$74,505.60	7	\$78,977.60	7	\$82,929.60
8	\$76,356.80	8	\$80,932.80	8	\$84,988.80
9	\$78,644.80	9	\$83,366.40	9	\$87,526.40
10	\$81,348.80	10	\$86,236.80	10	\$90,542.40
11	\$84,156.80	11	\$89,211.20	11	\$93,662.40
12	\$87,048.00	12	\$92,268.80	12	\$96,886.40
13	\$90,064.00	13	\$95,472.00	13	\$100,256.00
14	\$93,163.20	14	\$98,758.40	14	\$103,688.00
15	\$96,387.20	15	\$102,169.60	15	\$107,286.40
		23	\$105,747.20	23	\$111,030.40

	FY26		FY27		FY28
Step	CAPT	Step	CAPT	Step	CAPT
	1.08		1.06		1.05
1		1		1	
2		2		2	
3		3		3	
4		4		4	
5		5		5	
6	\$70,961.28	6	\$70,961.28	6	\$70,961.28
7	\$79,272.96	7	\$84,040.32	7	\$88,233.60
8	\$81,993.60	8	\$86,910.72	8	\$91,253.76
9	\$84,839.04	9	\$89,930.88	9	\$94,423.68
10	\$87,759.36	10	\$93,025.92	10	\$97,668.48
11	\$90,779.52	11	\$96,220.80	11	\$101,038.08
12	\$93,924.48	12	\$99,565.44	12	\$104,532.48
13	\$97,868.16	13	\$103,733.76	13	\$108,925.44
14	\$100,513.92	14	\$106,554.24	14	\$111,870.72
15	\$104,008.32	15	\$110,248.32	15	\$115,764.48
		23	\$114,117.12	23	\$119,832.96
!!!YELLOW HIGHLIGHT INDICATES A 3% ONLY INCREASE!!!					

NOTE: Step '01' refers to the 1st through 365th day of employment. Step '02' is the second year of employment and refers to the 366th day through 730th day of employment. Step '01' refers to the 1st through 365th day of employment. Step '02' is the second year of employment and refers to the 366th day through 730th day of employment. Step increases take effect in the pay period immediately following the employee's anniversary date.

If the City of Hagerstown elects to convert to bi-weekly pay, the pay day will be every other Friday.

The step on the pay scale for CAPTAIN will reflect the years of service for that employee. The captain's leave will be from a separate book than that of Firefighters and FAO's

The step on the pay scale for CAPTAIN does not necessarily reflect the years of service for that employee. Any promotion from the FF, FAO or DFM scale to the Captain scale will be placed at a minimum step at least 3% higher than their current wage. Captains leave will be from a separate book than that of Firefighters and FAO's.

TECHNICIAN STIPEND

- Technician Stipend begins FY27
- Up to \$2400 per year (see below), paid quarterly
 - \$800 per discipline, up to three disciplines
 - Must complete all quarterly requirements to receive the stipend
- Disciplines:
 - Rope
 - Trench
 - Structural Collapse
 - Swiftwater
 - Ice
 - Hazmat
- For each discipline:
 - Trained
 - In the discipline
 - Certified
 - By Pro Board or IFSAC where applicable
 - Practiced
 - Attend off-duty training with OT compensation quarterly in each discipline in which they are a technician

Note: Confined Space is a requirement of all FAO's and is not included as one of the three disciplines to receive this stipend.

ARTICLE 21
RATIFICATION

It is hereby agreed and understood that this Agreement has been duly approved by the City Council for the City of Hagerstown on this ## day of **October, 2025** at a duly constituted meeting.

It is further agreed and understood that the International Association of Fire Fighters, Local 1605, has ratified and confirmed the terms of this Agreement and have authorized the undersigned to execute same on its behalf.

Witness the hands and seals of the parties hereto this ## day of **October, 2025**.

**FOR THE
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1605:**

J. Todd Grimes, Chairman

Cory Lescalleet, Negotiator

Justin Malott, Negotiator

Brandon Higgins, Negotiator

T. Devon Gay, Negotiator

Charles Munday, Negotiator

**FOR THE
CITY OF HAGERSTOWN:**

William McIntire, Mayor

Kristin B. Aleshire, Councilmember

Caroline Anderson, Councilmember

Erika Bell, Councilmember

Tiara Burnett, Councilmember

Sean Flaherty, Councilmember

Hagerstown Police Department Salary Scale FY26-28

STEPS	FY 26	FY 27	FY28
STARTING	\$61,796.80	62,982.40	\$64,230.40
STEP 2	\$63,648.00	\$64,916.80	\$66,227.20
STEP 3	\$67,475.20	\$68,806.40	\$70,200.00
STEP 4	\$71,510.40	\$72,945.60	\$74,401.60
STEP5	\$73,652.80	\$75,129.60	\$76,627.20
STEP 6	\$75,878.40	\$77,376.00	\$78,936.00
STEP 7	\$78,145.60	\$79,705.60	\$81,307.20
STEP 8	\$80,496.00	\$82,097.60	\$83,740.80
STEP 9	\$82,908.80	\$84,552.00	\$86,257.60
STEP 10	\$85,384.00	\$87,089.60	\$88,836.80
STEP 11	\$87,942.40	\$89,710.40	\$91,499.20
STEP 12	\$90,584.00	\$92,393.60	\$94,244.80
STEP 13	\$93,308.80	\$95,180.80	\$97,073.60
STEP 14	\$96,096.00	\$98,030.40	\$99,985.60
STEP 15	\$98,987.20	\$100,963.20	\$102,980.80
STEP 16	\$98,987.20	\$100,963.20	\$102,980.80
STEP 17	\$98,987.20	\$100,963.20	\$102,980.80
STEP 18	\$98,987.20	\$100,963.20	\$102,980.80
STEP 19	\$98,987.20	\$100,963.20	\$102,980.80
STEP 20	\$104,936.00	\$107,016.00	\$109,158.40
STEP 21	\$104,936.00	\$107,016.00	\$109,158.40
STEP 22	\$104,936.00	\$107,016.00	\$109,158.40
STEP 23	\$104,936.00	\$107,016.00	\$109,158.40
STEP 24	\$104,936.00	\$107,016.00	\$109,158.40
STEP 25	\$111,217.60	\$111,217.60	\$111,217.60

APPROVED
Mayor & Council

Date 6/17/25
[Signature]

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 17, 2025

TOPIC: Approval of Non-Union Sworn Pay Scale, Effective July 7, 2025

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for approval of the attached, modified pay scale as of July 7, 2025, for regular, full-time, sworn, non-union HPD employees.

DATE OF PASSAGE: June 17, 2025

EFFECTIVE DATE: June 17, 2025

Hagerstown Police Department Sergeants

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4	80,100.80	81,702.40	83,324.80
5	82,492.80	84,136.00	85,820.80
6	84,968.00	86,673.60	88,400.00
7	87,526.40	89,273.60	91,062.40
8	90,147.20	91,956.80	93,787.20
9	92,851.20	94,702.40	96,595.20
10	95,638.40	97,552.00	99,507.20
11	98,508.80	100,464.00	102,481.60
12	101,462.40	103,480.00	105,560.00
13	104,499.20	106,600.00	108,721.60
14	107,640.00	109,782.40	111,987.20
15	110,864.00	113,089.60	115,336.00
16	110,864.00	113,089.60	115,336.00
17	110,864.00	113,089.60	115,336.00
18	110,864.00	113,089.60	115,336.00
19	110,864.00	113,089.60	115,336.00
20	117,520.00	119,870.40	122,262.40
21	117,520.00	119,870.40	122,262.40
22	117,520.00	119,870.40	122,262.40
23	117,520.00	119,870.40	122,262.40
24	117,520.00	119,870.40	122,262.40
25	124,571.20	124,571.20	124,571.20

Hagerstown Police Department Lieutenants

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4			
5	89,918.40	91,728.00	93,558.40
6	92,622.40	94,473.60	96,366.40
7	95,388.80	97,302.40	99,257.60
8	98,259.20	100,214.40	102,232.00
9	101,212.80	103,230.40	105,289.60
10	104,249.60	106,329.60	108,451.20
11	107,369.60	109,512.00	111,696.00
12	110,593.60	112,798.40	115,065.60
13	113,900.80	116,188.80	118,497.60
14	117,332.80	119,662.40	122,054.40
15	120,848.00	123,260.80	125,715.20
16	120,848.00	123,260.80	125,715.20
17	120,848.00	123,260.80	125,715.20
18	120,848.00	123,260.80	125,715.20
19	120,848.00	123,260.80	125,715.20
20	128,086.40	130,644.80	133,265.60
21	128,086.40	130,644.80	133,265.60
22	128,086.40	130,644.80	133,265.60
23	128,086.40	130,644.80	133,265.60
24	128,086.40	130,644.80	133,265.60
25	135,782.40	135,782.40	135,782.40

Hagerstown Police Department Captains

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4			
5			
6	98,176.00	100,131.20	102,148.80
7	101,108.80	103,147.20	105,206.40
8	104,145.60	106,225.60	108,368.00
9	107,286.40	109,428.80	111,612.80
10	110,489.60	112,694.40	114,961.60
11	113,817.60	116,084.80	118,414.40
12	117,228.80	119,558.40	121,950.40
13	120,744.00	123,156.80	125,611.20
14	124,363.20	126,838.40	129,376.00
15	128,086.40	130,644.80	133,265.60
16	128,086.40	130,644.80	133,265.60
17	128,086.40	130,644.80	133,265.60
18	128,086.40	130,644.80	133,265.60
19	128,086.40	130,644.80	133,265.60
20	135,782.40	138,486.40	141,252.80
21	135,782.40	138,486.40	141,252.80
22	135,782.40	138,486.40	141,252.80
23	135,782.40	138,486.40	141,252.80
24	135,782.40	138,486.40	141,252.80
25	143,915.20	143,915.20	143,915.20

Hagerstown Police Department Chief

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4			
5			
6	101,108.80	103,147.20	105,206.40
7	104,145.60	106,225.60	108,368.00
8	107,286.40	109,428.80	111,612.80
9	110,489.60	112,694.40	114,961.60
10	113,817.60	116,084.80	118,414.40
11	117,228.80	119,558.40	121,950.40
12	120,744.00	123,156.80	125,611.20
13	124,363.20	126,838.40	129,376.00
14	128,086.40	130,644.80	133,265.60
15	131,934.40	134,576.00	137,259.20
16	131,934.40	134,576.00	137,259.20
17	131,934.40	134,576.00	137,259.20
18	131,934.40	134,576.00	137,259.20
19	131,934.40	134,576.00	137,259.20
20	139,859.20	142,646.40	145,496.00
21	139,859.20	142,646.40	145,496.00
22	139,859.20	142,646.40	145,496.00
23	139,859.20	142,646.40	145,496.00
24	139,859.20	142,646.40	145,496.00
25	148,241.60	148,241.60	148,241.60

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Rezoning Application - Lorch Tract- ZM-2025-02 - 1912 Day Road - *Stephen Bockmiller,*
Deputy Director for Planning & Zoning Administration

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Rezoning_Application_-_Lorch_Tract-_ZM-2025-02_-_1912_Day_Road.pdf

Description

Rezoning Application -
Lorch Tract- ZM-2025-02 -
1912 Day Road



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration

SUBJECT: Rezoning Application – Lorch Tract – ZM-2025-02 – 1912 Day Road

DATE: October 16, 2025

Staff will be available at the Mayor and City Council meeting on October 21 to brief the elected body on a public hearing that is scheduled for their regular meeting on October 28.

The attached rezoning application was submitted by the contract purchaser of the Lorch tract on Dual Highway (the farm property to the rear of the former IBM building at Dual Highway and Day Road).

The property is about 94 acres in area and parts are included in two zoning districts. The area within approximately 200-300 feet of Dual Highway is currently zoned CG (Commercial General) and the bulk of the property to the rear is located in the N-MU (Neighborhood – Mixed Use) Zoning District.

The applicant seeks reclassification of part of the area zoned CG to be consistent with the rest of the tract's N-MU Zoning. Two pad sites and some land to the rear of the IBM building will remain in the CG district. Approximately 22 acres of the area currently zoned CG is involved in this request. Approximately one-third of this 22-acre area is located in the 100-year floodplain. No buildings will be constructed in the floodplain area.

The Planning Commission held a public review meeting on this matter on August 27, 2025. The Planning Commission recommends approval of the rezoning. In order to approve a "piecemeal rezoning" the applicant needs to demonstrate to the elected body's satisfaction that there has either been a change in the character of the neighborhood since the last comprehensive rezoning, or that there was a mistake in the assignment of the zoning. The applicant's position is that there was a mistake and the Planning Commission concurs with this assessment.

If you have any questions, please contact me at your convenience.

Attachment: Application and Planning Commission Staff Report

Copy: Jill Thompson, Director of Planning and Economic Development
Doug Reaser, Economic Development Manager, DPED



TECHNICAL STAFF REPORT INDIVIDUAL REZONING REQUEST

Report Published:	August 22, 2025
Planning Commission Public Review Meeting:	August 27, 2025
Case Number:	ZM-2025-02
Applicant:	Currwood DH, LLC (Harris Lapato)
Applicant's Counsel:	Jason Divelbiss, Esq.
Property Owner:	Lorich Company, Inc.
Location:	East side of Dual Highway, north of Day Road, and east of Redwood Circle
City Tax Map, Block and Parcel:	Map 66, Block 01, Parcels 01 and 05
Deed Reference:	Liber 927, Folio 790
Address:	1912 Day Road
Area of Tract:	93.7 acres +/-
Area requested to be reclassified:	22 acres +/- (See Applicant's exhibit)
Current Zoning:	N-MU (Neighborhood Mixed Use) and CG (Commercial General)
Proposed Zoning:	Same, adjusting the zoning district line that bisects the property.
Vicinity and Proposed Zoning Map:	See page 2.

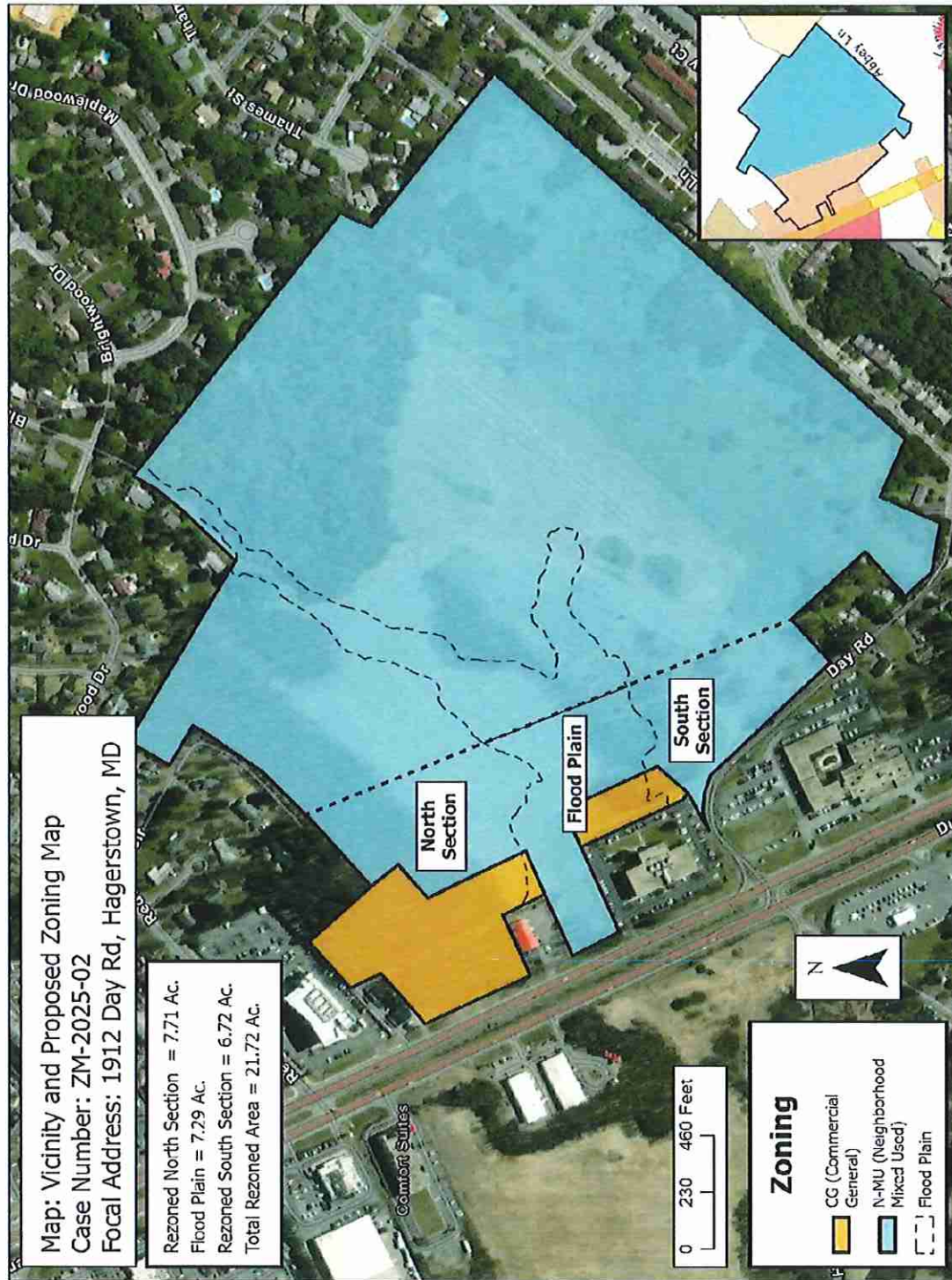
Description of Proposal:

The Applicant requests a zoning map amendment to rezone a portion of the subject property from CG (Commercial General) to N-MU (Neighborhood – Mixed Use). A sketch plan for development of the tract is under review by the Department of Planning and Economic Development. However, this zoning map amendment application is not tied to a development proposal.

Executive Summary:

The Applicant asserts in their application that the proposed zoning map amendment is justified based on a mistake in zoning ("Mistake") made during the 2010 and 2019 Comprehensive Zoning Plans. No argument is put forward in the application for change in the character of the neighborhood ("Change"). If the rezoning is approved, amending the map to include this area in the N-MU District is the most appropriate designation.

Vicinity and Zoning Map:



Proposal Narrative:

The tract is bisected by a zoning district boundary that divides the tract between the N-MU (Neighborhood – Mixed Use) Zoning District and the CG (Commercial General) Zoning District. This proposal would relocate that line to include approximately 22 acres of land currently zoned CG in the portion of the property located in the N-MU Zoning District. Of this 22+/- acre area, approximately 7.3 acres is located within the 100-year floodplain, which severely curtails its development regardless of how it is zoned. The property would remain bisected by a zoning district boundary.

The remaining CG zoned land would consist of two pad sites at the intersection of Dual Highway and Lois Harrison Boulevard and a one-acre area to the rear of the former "IBM Building" that would later be merged with that lot.

Due to contractual considerations and the terms of the original annexation which took effect in 1978, the Applicant seeks the following conditions be placed on this map amendment application if it is approved by the Mayor and City Council:

1. *The rezoning, if approved, shall not become effective until ten (10) days immediately following (i) transfer of the entire Property to the Applicant (defined below); or (ii) the recording of a final Subdivision Plat subdividing the Property into multiple parcels and ten (10) days after the transfer of the entire property to the Applicant and/or other third-party buyers; and*
2. *If the rezoning is approved but does not become effective prior to December 31, 2027 due to the failure of the condition above, then the rezoning shall automatically expire, terminate and not become binding upon the Property.*

The Applicant's supplement to their application cites City Code and State law demonstrating that these requested conditions are legally acceptable. The owner of the property supports this application but does not wish to be bound to the request should the pending contract of sale terminate without transferring the property.

Photographs of the Area to be Rezoned:



Photo 1: View north along Day Road, area to be rezoned to the right of the road.



Photo 2: View north from Dual Highway along Day Road. Area to be rezoned is beyond the parking lot on the left, and on the east side of Day Road.



Photo 3: View north from in front of adjacent office building, showing the "neck" that extends to Dual Highway. This area is designated as 100-year floodplain.



Photo 4: View along Dual Highway, looking southeast, showing the 100-year floodplain area.

Annexation and Zoning History:

A-1978-06 – Harrison-Londontowne-Tristate Annexation

The subject property was annexed into the City on May 18, 1978, along with other holdings in the region held by the Harrison family and others. The zoning assigned to this newly annexed tract was C2 and R3. The district line was drawn approximately parallel to the centerline of Dual Highway. See the attached 1977 Zoning Map as amended to November, 1983. The annexation was conditioned on the City not taxing the property at more than agricultural assessment until the land develops.

The subject property retained this designation and the zoning district line bisecting the property remained in place until the 2009 Comprehensive Zoning Plan (Phase II). Intervening text amendments re-labeled the C2 Zoning District "CG – Commercial General" and the R3 District was re-labeled "RH – Residential High Density".

ZM-2009-01 – Comprehensive Zoning Plan, Phase 2

The 2009 Comprehensive Zoning Plan proposed so many map amendments that it was processed in three phases. In Phase II, which took effect on February 25, 2010, the portion of the property located in the RH Zoning District was reclassified to the N-MU Zoning District. Also, the zoning district line that bisected the property experienced minor adjustment to draw a more rational line given the shape and configuration of the property. A small, narrow area behind existing houses outside of the corporate limits on Day Road was changed from CG to N-MU and a small narrow area adjacent to Day View Road was changed from RH to CG Zoning.

The zoning assignment and configuration of this property has been in place since February 25, 2010.

C-2025-01 – Sketch Plan for Mountain Crest

Staff is currently reviewing a sketch plan for the development of this tract. This Zoning Map amendment affects a minor portion of the overall tract.

If the sketch plan is approved, the portion of the tract that is subject to this rezoning includes 4 buildings of a 10-building apartment complex in the northern portion of the rezoning area. The center area is floodplain. The southern area to be rezoned adjacent to Day Road is shown on the sketch plan containing nine large single-family detached dwelling lots fronting Day Road with rear alley access and 16 townhouses included in two "sticks" and parts of a third stick. A subdivision road into the site is shown connecting to Day Road in this area.

The sketch plan will come forward for the Commission's review in the near future. Any approval of the sketch plan will require a condition that the portion shown with residential uses in the area currently zoned CG is subject to the rezoning being approved, and failure to secure the requested rezoning will require amendment of the sketch plan.

A sketch plan does not vest an applicant in any development rights.

Adjacent Properties:

The municipal boundary follows this tract's boundaries to the north and to the east and south. Many of the adjacent properties are located outside of the municipality.

West and South (Dual Highway)

Properties adjacent to this site along Dual Highway include (from east to west) a two-story office building (known as the former IBM building), A one-story building used for a real estate office, a former dwelling converted into office and retail uses, and a multi-story office building on the corner of Redwood Circle. These properties are within the City and zoned CG. A former hotel building is located between Dual Highway and Day Road, which is outside of City limits.

North

The areas served by Redwood Circle, Brightwood Drive, Bittersweet Drive and Maplewood Drive are improved with single-family detached homes and are located outside of City Limits.

East

The area to the northeast, served by Thames Street, Winston Drive and Fair Meadows Boulevard is also improved with single-family detached homes, but is located within the City and is located in the R-MED (Residential – Medium Density) Zoning District.

The area along Abbey Lane is improved with townhomes and apartments and is located outside of City limits. There are four lots on the north side of Day Road improved with single-family detached dwellings. These are also outside of City limits. A garden-style condominium development is located on the south side of Day Road, which is also outside of the City boundary.

Site Description:

The site consists of two parcels totaling approximately 93.7 acres. The property is mostly unimproved and used for cropland. The center of the property is designated floodplain on the FEMA floodplain map of 2017 (see next page).

There is a two-story, brick single-family farm-style dwelling on the property. It fronts Day Road. It is a nonconforming use since single-family dwellings are not permitted in the CG District. It is located within the area proposed to be rezoned to N-MU.

The house appears to have been constructed in the mid-19th Century and is listed on the Washington County Historic Sites Inventory as site WA-I-434. The historic report on this building - which was prepared in 1977 - is very brief and contains no site history or ownership history.

The tract is entirely surrounded by developed lands.

Floodplain:

Approximately 18.1 acres in the center of the parent tract is designated 100-year floodplain on the 2017 FEMA floodplain map for the City. Approximately 7.3 acres in the area to be rezoned is in the floodplain. The floodplain divides the area to be rezoned into three roughly equal parts, with the center third being the floodplain which will have no buildings constructed on it. Anecdotal accounts of flooding in the area do not report flooding occurs in this area.

Roads:

The tract fronts Dual Highway in two places. One is in the center part of the area to be annexed and is floodplain. The tract has approximately 360 feet of frontage on Dual Highway in the vicinity of the new intersection created with the construction of Lois Harrison Drive. Development of this tract will be served with a primary point of access created by the construction of a fourth leg of the existing three-legged signalized intersection of Dual Highway and Lois Harrison Drive.

The property fronts Day Road and an entry point to the development of the portion of the tract unaffected by the rezoning will be constructed along this frontage. The parent tract also fronts other existing streets to the north, which will be connected to when the property develops, in accordance with the requirements of the City's Subdivision Ordinance.

Water and Sewer Service:

Surrounding developments are served by Hagerstown's Water and Wastewater utilities. Development of this tract will be required to be served by City utilities.

Electric Service:

This tract is in the Potomac Edison service area. When the property develops, the streetlights would be serviced and maintained by the City Electric Department.

Fire and Police Service:

The parent tract has received protection provided by the Hagerstown Police Department since its annexation in 1978. First call station for fire protection is a dual assignment area assigned to the Funkstown Volunteer Fire Company and Hagerstown Fire Department Station 3 (Eastern Boulevard).

Schools:

The subject tract is in the attendance area of the following schools:

High School:	South Hagerstown High School
Middle School:	E. Russell Hicks Middle School
Elementary School:	Eastern Elementary School/ Ruthann Monroe Primary School

Hagerstown has no Adequate Public Facilities Ordinance for school capacity. Consideration of school capacity when determining the outcome of planning and zoning proposals in the City may subject that decision to legal challenge if no objective standards are codified in City Ordinances. No such objective standards are currently in effect.

Agency Comments:

As of the publication of this report, these agencies stated they have no comment:

1. Washington County Planning.
2. Washington County Health Department.
3. Washington County Soil Conservation District.
4. Washington County Public Schools.
5. Hagerstown City Engineer
6. Hagerstown Department of Public Works (which includes Parks and Recreation).
7. Hagerstown Light Department
8. Hagerstown Fire Marshal
9. Maryland State Highway Administration.

Please see comments from the following agencies:

Hagerstown Water Department and Wastewater Department (single letter)

Any additional comments received prior to the public review meeting will be provided to the Commission at that time.

Comprehensive Plan:

The area that is zoned CG appears on the Future Land Use Map (Map 2-7) of the 2018 Comprehensive Plan with a designation of "Commercial General". The area zoned N-MU appears on that map with a designation of "Mixed Use". The Comprehensive Plan describes the Mixed-Use designation as follows:

Mixed Use designations apply to areas where the city envisions a seamless combination of residential, commercial, office, and institutional uses, resulting from a special study or master planning efforts. This future land use is necessary to promote the comprehensive redevelopment of areas where a mix of several land uses is desired and to facilitate retention of areas containing mixed residential and commercial. The Future Land Use map identifies four MXD areas: the 0 and 100 Blocks of East Baltimore Street (south side of street), and the Potomac Ave/Maple Ave neighborhood, and on one of the Harrison Farm tract east of Dual Highway (US 40). The Mixed Use future land use can be used to encourage new Traditional Neighborhood Design (TND) development on a greenfield site. Residential densities in MXD areas will be determined through the planning process, but will likely be in the range of 6 to 10 units per acre.

The Comprehensive Plan described the Commercial General designation as follows:

Commercial General indicates land designed to accommodate a broad range of commercial purposes, especially retail uses and personal services, ranging from individual stores to shopping centers. Within existing corporate boundaries these areas include much of the Dual Highway corridor, Maryland Avenue, Leitersburg Pike, and Wesel Boulevard. It also includes a number of smaller commercial areas such as those along Eastern Boulevard, Northern Avenue, West Washington Street, Frederick Street, and Burhans Boulevard. In the growth area, major CG concentrations include Valley Mall, Prime Outlets, and Pennsylvania Avenue.

The tract appears and is described on the following Comprehensive Plan maps:

1. Map 2-3: Planned and Future Development – CG zoned area identified as "vacant land" and the N-MU zoned area is identified as "Future planned development. No approved plat or plan."

-
2. Map 2-5: Vacant and Underutilized Land – Identified as vacant and underutilized.
 3. Map 2-9: PlanMaryland Place Designations – Identified as a “targeted growth & revitalization area”.
 4. Map 4-1: Water and Wastewater Service Areas – Site shown as “served by City sewer lines and treatment plan.
 5. Map 4-2: Water and Wastewater Priority Areas – Site shown as a “Priority 1” area.
 6. Map 4-3: Growth Tier Designations – Site shown as a Tier 1 area.
 7. Map 5-3: Long Range Transportation Plan Recommended Upgrades – Recommends widening of Dual Highway.
 8. Map 5-5: Local Recommended (Transportation)Upgrades – Recommends connections through the parent parcel to Redwood Circle, Day Road and Fair Meadows Boulevard.
 9. Map 9-4: Future Park Needs – This site is within an area identified as being outside of a 0.25 mile radius from park space within the City.

Development of these vacant lands is supported by multiple policies of the Comprehensive Plan. Most prominently, Policy 2-6 of the Plan states *Development and redevelopment of Hagerstown’s vacant and underutilized land will be an important part of the City’s overall growth management approach and as such is Priority 1 for City water and wastewater service.* The Plan also calls for the well-designed and coordinated development of unimproved tracts. Compelling development that bifurcates the community across an arbitrarily drawn zoning district line does not achieve these policies and goals.

Evaluation of Justification for Map Amendment:

Relation to the General Plan and the Zoning Regulations

The area to be rezoned is designated Commercial General on the Future Land Use Map of the Comprehensive Plan and is immediately adjacent to parts of the same tract designated Mixed Use. The zoning line that was drawn bisecting the property when the property was annexed in 1978 was set at an arbitrary or uniform distance from Dual Highway. In 2010, that line was adjusted slightly to remove pockets of zoning rendered undevelopable due to the shape of the property. The Future Land Use Map is a generalized map.

The area is intended for development for a mixture of uses. In context of the overall tract, the proposed map amendment corrects an arbitrary decision made in the assignment of the zoning district boundary to this property. The Comprehensive Plan identifies this area as destined for a mix of commercial and residential uses. Numerous policies and maps of the Comprehensive Plan call for the thoughtful development of this tract for a mixture of commercial and varying types of residential uses. Thoughtful development of the tract as a whole is made difficult by adherence to a district boundary set in an arbitrary manner when the property was annexed nearly 50 years ago.

Evaluation of the Petition Concerning the Change Rule

To substantiate a change in character of the neighborhood, the Applicant must establish the "neighborhood" boundary and specify the changes that occurred after the comprehensive zoning that altered the character of the "neighborhood".

The Applicant does not allege a substantial change in the character of the neighborhood in their application, so the Applicant did not propose a defined "neighborhood" and staff did not evaluate the petition regarding the Change Rule.

Evaluation of the Petition Concerning the Mistake Rule

To substantiate a mistake in zoning, evidence must show that the zoning authority erred when it adopted the comprehensive zoning map. The Applicant asserts that development patterns and realities that have occurred since the property was rezoned in 2010 are conditions that result in the existing zoning for the subject area is mistaken. The position is that the area, which had significant amounts of undeveloped or unplanned lands have since either developed or plans are in place for the build out of those areas and these are conditions that could not have been foreseen.

The Applicant draws attention to surrounding development as follows:

As can be seen by the 2010 aerial photo of the Property and surrounding areas attached hereto as Exhibit #7, other than at the intersection of Edgewood Drive and Dual Highway there is very little, if any, commercial development along Dual Highway which extends beyond the buildings which front directly on the roadway.

Additionally, the first segment of R. Paul Smith Boulevard running along the west side of the commercial area at Edgewood Drive and Dual Highway was present in 2010 and the plan for its eastward extension to the Dual Highway was well known.

As such, it was reasonably foreseeable that when that extension was made, its intersection with Dual Highway would be where the commercial areas on the subject Property would be concentrated, not to the east or south side of the Property extending the whole way down Day Road to beyond the former Sheraton / Four Points Hotel Property.

The Applicant cites Maryland case law in this matter as follows:

"A comprehensive zoning or rezoning must be well thought out, the product of careful consideration and extensive study, and based upon considerations concerning the common needs of the particular area. It must be designed to control and direct the use of land and buildings according to present and planned future conditions, to accomplish as far as possible the most appropriate uses of land consistent with the public interest and the safeguarding of the interests of the individual property owners." *Mraz v. County Commissioners of Cecil County*, 291 Md. 81, 88-89 (1981).

In short, development patterns in recent years in the Dual Highway corridor and the seemingly arbitrary assignment of the zoning district line together create a mistake in that it hinders the logical development of the tract in a unified and well-coordinated manner.

Appropriateness of Zoning District

Per the Zoning Ordinance, the N-MU District was created to:

- (1) Accommodate mixed-use buildings serving retail, service, and other uses on the ground floor and residential units above the nonresidential space;
- (2) Allow for commercial uses of a scale and intensity compatible with a residential neighborhood;
- (3) Allow for exclusively residential buildings of a scale and intensity compatible with the City's traditional neighborhood building design;
- (4) Encourage development that exhibits the physical design characteristics of pedestrian- oriented, storefront-style shopping streets;
- (5) Provide flexibility for adaptive re-use of old, non-residential buildings in these areas; and
- (6) Promote the health and well-being of residents by encouraging physical activity, allowing for transportation alternatives, and providing for interaction of uses during day and evening hours.

Although it permits and promotes mixing commercial and residential uses, the N-MU district does not require commercial or residential elements. The logical location for commercial uses on this tract remains reserved in that portion of the property that will remain in the CG Zoning District. It does encourage the development in a manner that is consistent with the City's historic "grid" street patterns at urban densities.

Essentially, the bulk of this tract was zoned N-MU to encourage density and urban design. Assimilating most of the minority of the site that is CG zoned into the N-MU District will promote a seamless urban-scale development unfettered by an arbitrarily-drawn zoning line bisecting the property. If the subject area is to be rezoned, including it in the adjacent N-MU District on the same parcel is the only appropriate decision. Any other district could be interpreted as illegal "spot zoning."

Therefore, if the Planning Commission recommends and the elected body approves this map amendment request, the only appropriate district for it to be reclassified to is the N-MU District.

The burden of proof is on the applicant to demonstrate "change" or "mistake."

The act of amending the Zoning Map is a legislative act where the elected body acts in the interest of the general welfare of the City.



Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration
Department of Planning and Economic Development



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

REZONING APPLICATION & REVIEW CHECKLIST

Submittal Requirements:

- Original Application, including Checklist
- 1 complete set of plan
- Filing fee (please consult current fee schedule)

Case No. ZM - ZM 2025-02
Office Use Only

Name of Project: Dual Highway / Day Road Mixed Use

Location of Property: 1912 Day Road, Hagerstown, MD 21740
(Please include street address, if known)

Deed Reference: Liber: 927 Folio: 790 Zoning District: N-MU & CG

Proposed Work (i.e. addition, accessory building, parking; please include size of addition and amount of disturbed area):

Engineering/Survey Company Name: Frederick Seibert & Associates, Inc.

Contact Person: Trevor Frederick Email: tfrederick@fsa-inc.com

Mailing Address: 128 S. Potomac Street, Hagerstown, MD 21740

Telephone: (301) 791-3650 Fax: _____

Developer/Applicant Name: Currwood DH, LLC

Contact Person: Harris Lopato Email: harris@curateddevgroup.com

Mailing Address: 4 Reservoir Circle, Suite 102, Baltimore, MD 21208

Telephone: (410) 424-5852 Fax: _____

Property Owner Name: Lorich Co., Inc.

Contact Person: Arthur W. Boyce Email: art@fredericklegal.com

Mailing Address: 308 W. Patrick Street, Frederick, MD 21701

Telephone: (301) 663-4025 Fax: (301) 696-1528

This Chart for Staff Use Only	1 st Review	2 nd Review
Date Accepted for Processing	<u>8/8/25</u>	
Review Date	<u>8/11/25</u>	
Returned to Design Firm		

Search Result for WASHINGTON COUNTY

[View Map](#)

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Account Number: District - 17 Account Identifier - 008811

Owner Information

Owner Name: LORICH CO INC Use: AGRICULTURAL
 Mailing Address: C/O ELIZABETH BOYCE Principal Residence: NO
 PO BOX 1065 Deed Reference: /00927/ 00790
 MIDDLETOWN MD 21769-1065

Location & Structure Information

Premises Address: 1912 DAY RD Legal Description: 94.327 ACRES
 HAGERSTOWN 21740-0000 1912 DAY ROAD
 Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
 0317 0000 0836 17010364.22 0000 2023 Plat Ref:
 Town: HAGERSTOWN

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
 1900 1,688 SF 94.3200 AC

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements
 2 YES STANDARD UNIT BRICK/ 3 1 full

Value Information

	Base Value	Value			Phase-In Assessments	
		As of 01/01/2023	As of 07/01/2024	As of 07/01/2025		
Land:	94,400	94,400				
Improvements	67,000	108,000				
Total:	161,400	202,400	188,733		202,400	
Preferential Land:	24,400	24,400				

Transfer Information

Seller:	Date:	Price:
Type: NON-ARMS LENGTH OTHER	Deed1: /00927/ 00790	Deed2:
Seller: DAY GEORGE H INC	Date:	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00536/ 00732	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2024	07/01/2025
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: AGRICULTURAL TRANSFER TAX**Homestead Application Information**

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

**Narrative Addendum to Rezoning Application for
a Portion of the +/- 93 ac. Property Located at 1912 Day Road, Hagerstown, MD
(Tax Map 317, Parcel 836; Tax Acct. No. 17-008811)**

Summary of Rezoning Request:

This rezoning request does NOT request a change in the current CG (Commercial General) and N-MU (Neighborhood - Mixed Use) zoning classifications for the Property; it requests only that the line dividing those classifications be re-located to a more logical location which INCREASES the portion of the Property zoned N-MU (from +/- 74 ac. to +/- 87 ac.) and REDUCES the portion of the Property zoned CG (from +/- 19 ac. to +/- 5 ac.). All as more particularly shown and described on the "Zoning Exhibit" attached hereto as **Exhibit #1**.

Express Conditions of Rezoning:

The Property is currently owned by Lorch Co., Inc., a Maryland corporation (the "Property Owner") who has consented to this rezoning subject to the following, express conditions:

- (1) The rezoning, if approved, shall not become effective until ten (10) days immediately following (i) transfer of the entire Property to the Applicant (defined below); or (ii) the recording of a final Subdivision Plat subdividing the Property into multiple parcels and ten (10) days after the transfer of the entire Property to the Applicant and/or other third-party buyers; and*
- (2) If the rezoning is approved but does not become effective prior to December 31, 2027 due to the failure of the condition above, then the rezoning shall automatically expire, terminate and not become binding upon the Property.*

The Property Owner's express conditions do not conflict with the applicable provisions of Maryland law or the City's Land Management Code which provides: "No [proposed] amendment ... shall become effective until **at least ten days after** one review and one public hearing are held." Art. 4 - Zoning Ordinance, § 9(d) (emphasis added). *See also* MD Code, Land Use § 4-203(b)(3).

General Property Info.:

Curwood DH, LLC, a Maryland limited liability company (the "Applicant") is the contract purchaser of the undeveloped property located at 1912 Day Road, Hagerstown,

Maryland (Map 317, Parcel 836; Tax Acct. No. 17-008811) containing +/- 93 acres which is shown on the "Zoning Exhibit" attached hereto as Exhibit #1 (the "Property").

The Property is generally located just north of Interstate 70 along the Dual Highway corridor and is bounded by the commercial areas along Dual Highway and the established residential areas along Robinwood Drive, Mt. Aetna Road and Day Road. Attached as Exhibit #2 is an aerial photograph of the subject Property and surrounding areas.

Consistent with the mixed-use nature of the surrounding area, the western portion of the Property closest to Dual Highway, consisting of +/- 19 acres, is currently zoned CG (Commercial General) and the remaining +/- 74 acre eastern portion of the Property closest to the residential areas is zoned N-MU (Neighborhood - Mixed Use). A copy of the City of Hagerstown Zoning Map attached hereto as Exhibit #3. The general location of these zoning classifications will not change if this rezoning request is approved, only the size of the areas included within each classification would change.

As shown and described within the City of Hagerstown's 2035 Comprehensive Plan, the recommended "Commercial General" and "Mixed Use" Future Land Use categories for the Property essentially mirror the Property's current split zoning, a copy of the Future Land Use Map 2-7 is attached hereto as Exhibit #4.

The Comprehensive Plan also identifies the Property as a prominent parcel of "Vacant and Underutilized Land" (see Map 2-5 attached hereto as Exhibit #5) the development of which is a priority for the City:

Development and redevelopment of Hagerstown's vacant and underutilized land will be an important part of the City's overall growth management approach and as such is Priority 1 for City water and wastewater service. (Growth Management and Land Use Policies, Policy 2-6)

Legal Justification:

As explained by Maryland courts, there are essentially two (2) elements to a rezoning request:

- 1) Since the Property was last comprehensively zoned, has there been a substantial change in the character of the neighborhood in which the Property is located; or was there a mistake made when the Property was last comprehensively zoned; and
- 2) Is the requested zoning classification appropriate for the Property.

Zoning History

The Property was initially annexed into the City of Hagerstown in 1978 (A-1978-06) as part of a larger annexation of more than 300 acres.

The map attached hereto as **Exhibit #6** shows the respective zoning classifications for the properties annexed, including the combination of R3 and C2 zoning¹ for the Property with the dividing line between the classifications clearly identified, but not explained.

As shown on **Exhibit #6**, one possible explanation is that directly opposite the Property on the west side of Dual Highway is another +/- 65 ac. parcel owned by Richard L. Harrison, the principal owner of Lorich Corporation which is the Property Owner of the subject Property in this case.

Dr. Harrison's property on the west side of Dual Highway received the same R3 and C2 split zoning designation that was assigned to the subject Property and the depth of the C2 zoned area is identified as 600' from Dual Highway. This may explain why the subject Property on the east side of Dual Highway was given a similar depth of C2 zoned area.

In any event, this dividing line between the commercially zoned portion of the Property and the residentially zoned portion of the Property was retained by the City in 2010 when the Property was last comprehensively zoned as part of the City's 2009 Comprehensive Rezoning Phase II (ZM-2009-01) (the "**Comprehensive Rezoning**").

Even though the formerly R3 portion of the Property was rezoned to N-MU (Neighborhood, Mixed-Use) the dividing line between the commercial area along Dual Highway and residential area was retained essentially as it was first established in 1978.

"Mistake in Original Zoning"

As per Maryland case law, to sufficiently demonstrate "mistake" the Applicant must show that existing facts, or reasonably foreseeable future projects or trends, were not taken into consideration at the time of the zoning. "Mistake" may also be established by showing that events occurring subsequent to the comprehensive zoning have proven that the initial premises upon which the comprehensive zoning were based were incorrect.²

¹ The R3 zoning classification is the equivalent to the City's current RH (Residential - High Density) zoning and the C2 zoning classification is the equivalent to the City's current CG (Commercial General) zoning.

² See generally, *Boyce v. Sembly*, 334 A.2d 137, 142-43 (Md.App. 1975) ("the presumption of validity accorded to a comprehensive zoning is overcome and error or mistake is established when there is probative evidence to show that the assumptions or premises relied upon by the

In this case, certain facts and foreseeable trends were not sufficiently taken into consideration in 2009-2010 when the original dividing line between the commercial and residential zoning areas for the Property was retained in the Comprehensive Rezoning.

Specifically, the well-established pattern of commercial development being limited to the immediate frontage along Dual Highway was not sufficiently taken into consideration and the 1978 dividing line between the commercial and residential areas on the Property was retained.

As can be seen by the 2010 aerial photo of the Property and surrounding areas attached hereto as Exhibit #7, other than at the intersection of Edgewood Drive and Dual Highway there is very little, if any, commercial development along Dual Highway which extends beyond the buildings which front directly on the roadway.

Additionally, the first segment of R. Paul Smith Boulevard running along the west side of the commercial area at Edgewood Drive and Dual Highway was present in 2010 and the plan for its eastward extension to the Dual Highway was well known.

As such, it was reasonably foreseeable that when that extension was made, its intersection with Dual Highway would be where the commercial areas on the subject Property would be concentrated, not to the east or south side of the Property extending the whole way down Day Road to beyond the former Sheraton / Four Points Hotel Property.

As stated in the *Phase Two 2009 Comprehensive Rezoning City of Hagerstown*, the recommendations for the Comprehensive Rezoning were "based on an analysis of the appropriateness of the existing zoning given current practices and character of the surrounding neighborhood and a desire to direct certain types of development to appropriate areas of the city."

However, with regard to the Property, no explanation was provided as to why the seemingly arbitrary line between the CG and N-MU zoning classifications, first established in 1978, continued to be the ideal zoning to promote the use and development of the Property.

Council at the time of the comprehensive rezoning were invalid. Error can be established by showing that at the time of the comprehensive zoning the Council failed to take into account then existing facts, or projects or trends which were reasonably foreseeable of fruition in the future, so that the Council's action was premised initially on a misapprehension. Error or mistake may also be established by showing that events occurring subsequent to the comprehensive zoning have proven that the Council's initial premises were incorrect."); and *White v. Spring*, 109 Md.App. 692, 675 A.2d 1023 (1996).

"A comprehensive zoning or rezoning must be well thought out, the product of careful consideration and extensive study, and based upon considerations concerning the common needs of the particular area. It must be designed to control and direct the use of land and buildings according to present and planned future conditions, to accomplish as far as possible the most appropriate uses of land consistent with the public interest and the safeguarding of the interests of the individual property owners." *Mraz v. County Commissioners of Cecil County*, 291 Md. 81, 88-89 (1981).

Requested Classification is Appropriate

As explained and discussed more thoroughly above, the within rezoning request does not seek to change the existing CG and N-MU zoning classifications for the Property.

Nor does the request seek to change the general, respective locations of those classifications; the CG zoned portion of the Property would remain adjacent to the Dual Highway corridor which is characterized by primarily commercial land-uses and the N-MU zoned portion of the Property would remain adjacent to the established residential areas along Robinwood Drive, Mt. Aetna Road and Day Road.

By only requesting that the location of the line between the CG and N-MU zoning classifications be changed to expand the portion of the Property zoned N-MU, the within request to rezone the Property is consistent with the Comprehensive Plan of the City and the existing land-uses of the surrounding area. As such, it is reasonable and appropriate.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Electric Fund FY24 Cost of Service and Retail Rates -- *Nathan Fridinger, Deputy Director of Electric Operations, Nancy Hausrath, Director of Utilities, and Francesca Winter with GDS Associates*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_Cost_of_Service_and_Electric_Retail_Operating_Rates.pdf

Description

Memo - Light - Cost of Service and Retail Rates



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

Date: October 16, 2025

To: Scott Nicewarner, City Administrator
Nancy Hausrath, Director of Utilities

From: Nathan Fridinger, Deputy Director of Electric Operations

Subject: Work Session Discussion – Cost of Service and Electric Retail Operating Rates

An increase to the Electric Retail Operating Rates was implemented February 2025 which were based on revenue requirements determined by evaluating the FY23 audited financials and settlement terms between the Hagerstown Light Department (HLD), Maryland Public Service Commission Staff (PSC), and the Office of People's Counsel (OPC)¹ to an agreed upon 4.26% Rate of Return (ROR) resulting in a \$1,983,000 increase over current operating revenues.

A Cost-of-Service Study (COSS) was performed based on FY24 audited financials and, using the same methodology, concluded that an additional 10.0% increase on the current operating rates, or \$735,198, is recommended for financial viability. Factoring in the average PPCA charges, this equates to an average 1.9% increase across all customer bills and is proposed to reflect a \$2.44 per month increase on a residential customer bill with 1,000 kWh of use. This is estimated to be a difference of \$11.62 or 9.1% less than a Potomac Edison customer with the same monthly use.

The cash balance ended at <\$1.22M> in FY25, \$1.78M in FY24, and \$5.38M in FY23. Continuing to defer maintenance and improvements does allow for short-term cost reduction and is not recommended. This would result in escalating capital expenditures in the out-years, add risk to system reliability, and continue financial instability. Significant expenditures include:

- The Advanced Metering Infrastructure project (C0679) is expected to be 18% completed by the end of this calendar year. This is a \$4.75M full meter replacement project through fiscal year 2029 that began after finding excessive failure rates for certain electric revenue meter types on the HLD system and to comply with the annual statistical sample testing and maintenance requirements of the State.
- Infrastructure upgrades to support new development and electrification
 - System Reconductoring (C0259) - \$475,000 through FY31
 - Substation Upgrades (C0778) - \$1,600,000 through FY31
 - Circuit Upgrades (C0842) - \$750,000 through FY31
- Anticipated New Residential development within the service territory.
 - Kilpatrick Woods (C0550) - \$425,000 through FY30

¹ The Office of People's Counsel works on behalf of Maryland's residential customers to advocate for utility performance at the lowest reasonable cost, consistent with State environmental and economic policies.

- Routine substation equipment inspections can find degraded mechanical parts within fault protection devices and complete failure of the solid-state control devices, which typically require full replacement because of obsolescence. Maintaining a replacement program for this legacy equipment and fault control devices (C0616 & C0776), with a budget of \$640,000 through fiscal year 2031, improves the reliability of the system, reduces outage durations, minimizes equipment damage, and maintains the safety of employees and the public.
- The acquisition of new utility fleet vehicles: Consideration for a reserved build slot for a 45' Digger Derrick Truck, FY27 \$325,000.
- Performing a large-scale technical pole inspection program is recommended to identify poles in need of replacement to lengthen the life of the infrastructure and improve system reliability. Added to traditional maintenance projects, such as vegetation management, this project is anticipated to add \$850,000 through fiscal year 2030.
- The escalated cost and availability of material impacts the non-CIP Capital funds to include daily work, service upgrades, revitalization of the downtown core, distribution transformer orders, etc.

It is the Staff's recommendation to file a request for make-whole rate proceedings with the Maryland Public Service Commission in November 2025, pursuant to Public Utilities Article § 4-207. Review and approval from the PSC and the OPC is required and the effective date for new rates can be expected to extend three or more months after submission.

A presentation will be provided to review with a representative from GDS Associates at the time of the scheduled discussion.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Wholesale Power Contract -- *Nathan Fridinger, Deputy Director of Electric Operations and Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20251021_Wholesale_Purchase_Power_Memo.pdf

Description

Memorandum



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

Date: October 14, 2025

To: Scott Nicewarner, City Administrator
Nancy Hausrath, Director of Utilities

From: Nathan Fridinger, Deputy Director of Electric Operations

Re: Wholesale Power Services Agreement

Action: October 21, 2025 - Work Session Update

The current full requirements Power Purchase Agreement between the City of Hagerstown and AEP Energy Partners will expire on December 31, 2026. This contract includes a fixed rate of \$54.05 per MWh for energy and administration of the renewable energy requirements with direct passthrough charges for distribution, transmission, capacity, and other ancillary charges/credits.

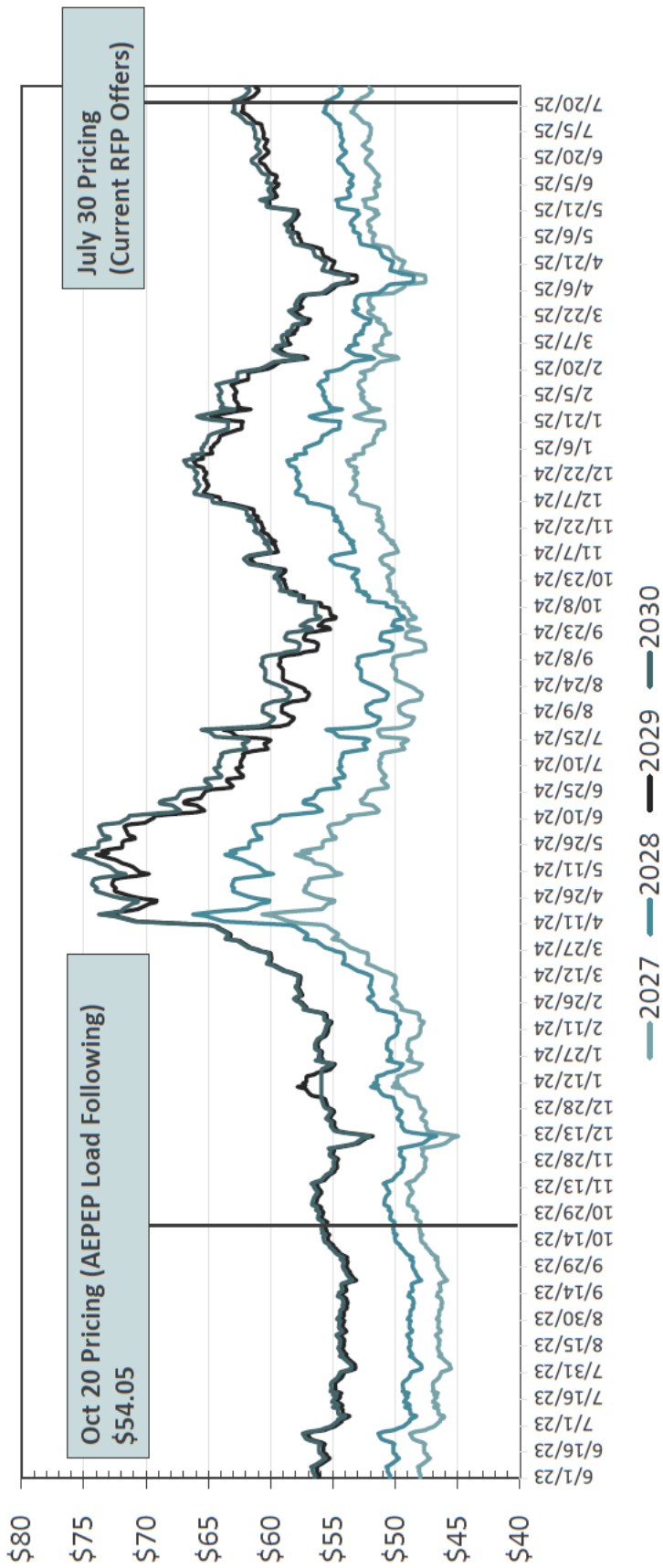
A request for proposal was advertised by HLD's consulting firm to receive indicative pricing from energy suppliers to evaluate and narrow the results as staff moves toward ratifying a new contract or amending the existing contract through calendar year 2028. Two different energy products were requested (1) a load following ranging from \$57.58 to \$69.55 per MWh and (2) a fixed load shape product ranging from \$52.60 to \$55.50 per MWh.

While the fixed load shape price is desirable, the traditional load following product offers pricing at a fixed rate for all MWh purchased rather than blocks of energy purchased based on historic load trends which can introduce an opportunity of risk; for example, if the quantity of energy delivered exceeds fixed block procured, the excess would be subject to the PJM open market.

Based on these most recent findings, at a fixed rate, the wholesale power rate would increase approximately 6.53% beginning January 1, 2027. An increase such as this will impact the average monthly Purchase Power Cost Adjustment rate (PPCA) by approximately \$0.00353 per kWh, or \$3.53 per 1,000 kWh sold, beginning March 2027.

Staff will continue to monitor the energy market trends, arrange a live pricing session with the energy suppliers to lock in a new rate, and subsequently schedule formal approval of the contract.

The chart on the following page represents the per MWh forward pricing trend at the APS Residual Hub:



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Water and Wastewater Rate Model Update - *Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

RATE_STUDY_MEMO.docx

Hagerstown_Rate_Study_Findings_Presentation_Draft_2025-10-21.pptx

Description

MEMO RATE STUDY

PRESENTATION



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

To : Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities
Ashley Newcomer, Utilities Financial Manager

Date: October 14, 2025

Subject: Water and Wastewater Rates Update

Staff have continued to work with Municipal Financial Services evaluating the existing rate model and reviewing alternative rate models. Attached please find the presentation that will be discussed on October 21st during the Work Session.

While working through the process, revenue requirement, current and proposed revenue as well as operating fund balance were primary considerations.

Wastewater Considerations:

1. Rate Design Alternatives
 - a. Current (Status Quo)
 - b. Alternative 1 (added Inside Joint)
2. Projected Fees
3. Bill Impacts
4. Non-Discharging Water Uses (Non-Residential)
5. Submetering
6. Sewer Flow Metering
7. Special Non-Discharging Uses (e.g., irrigation meters)

Water Considerations:

1. Rate Design Alternatives
 - a. Current (Status Quo)
 - b. Alternative 1 (Non-Residential unit rate)
 - c. Alternative 2 (Residential and Non-Residential unit rates)
 - d. Alternative 3 (All Classes unit rate – no distinction between res and non-res)
2. Projected Fees
3. Bill Impacts

Once the above work was complete, sample bill calculations were completed to consider the bill impact on all customer categories (inside, outside, residential and non-residential).

Staff is requesting guidance from the Mayor and City Council regarding the preferred rate model.



October 21, 2025 | City of Hagerstown | Water and Wastewater Rate Study Update

Presentation: Rate Study Findings



Mike Maker
Partner



Guiding Principles and Objective

- The water and wastewater enterprise funds should be financially self-supporting
- As municipal utilities, the water and wastewater funds should not make a profit
- The utilities should maintain reserves to provide for contingencies and unplanned expenses
- Water and wastewater rates should be kept as low as possible *over time*

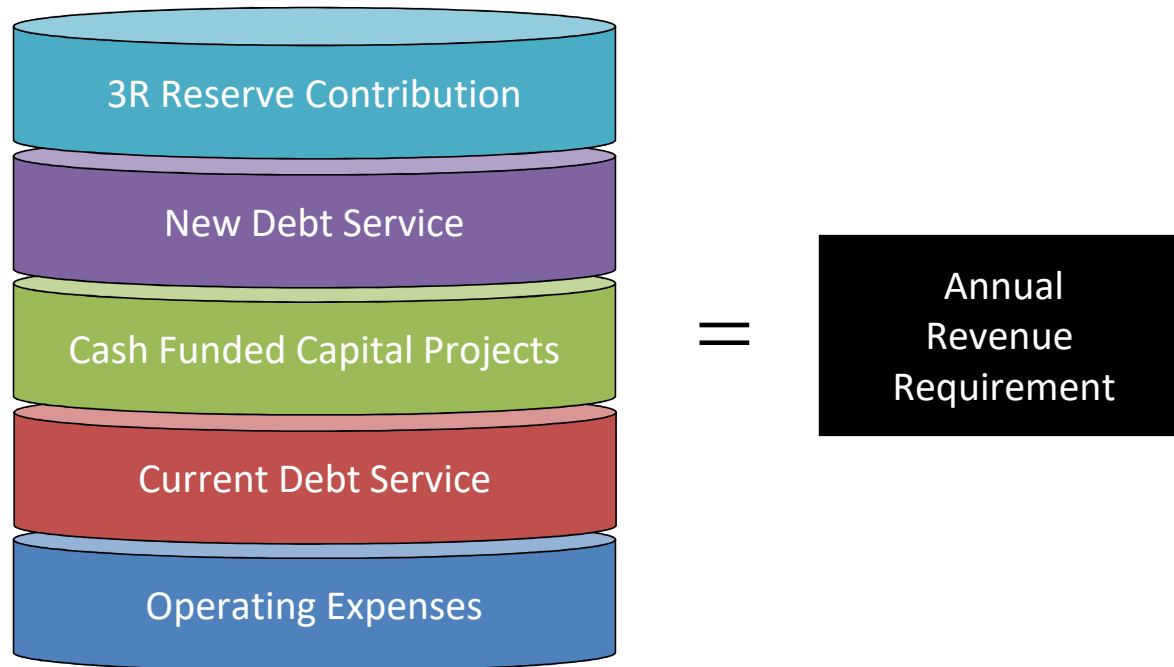
Objective: Ensure rates are stable through sound financial management and system maintenance

- ✓ Review water and wastewater funds to maintain financial stability
- ✓ Prepare long-term financial plan that includes capital investments required for a sustainable system

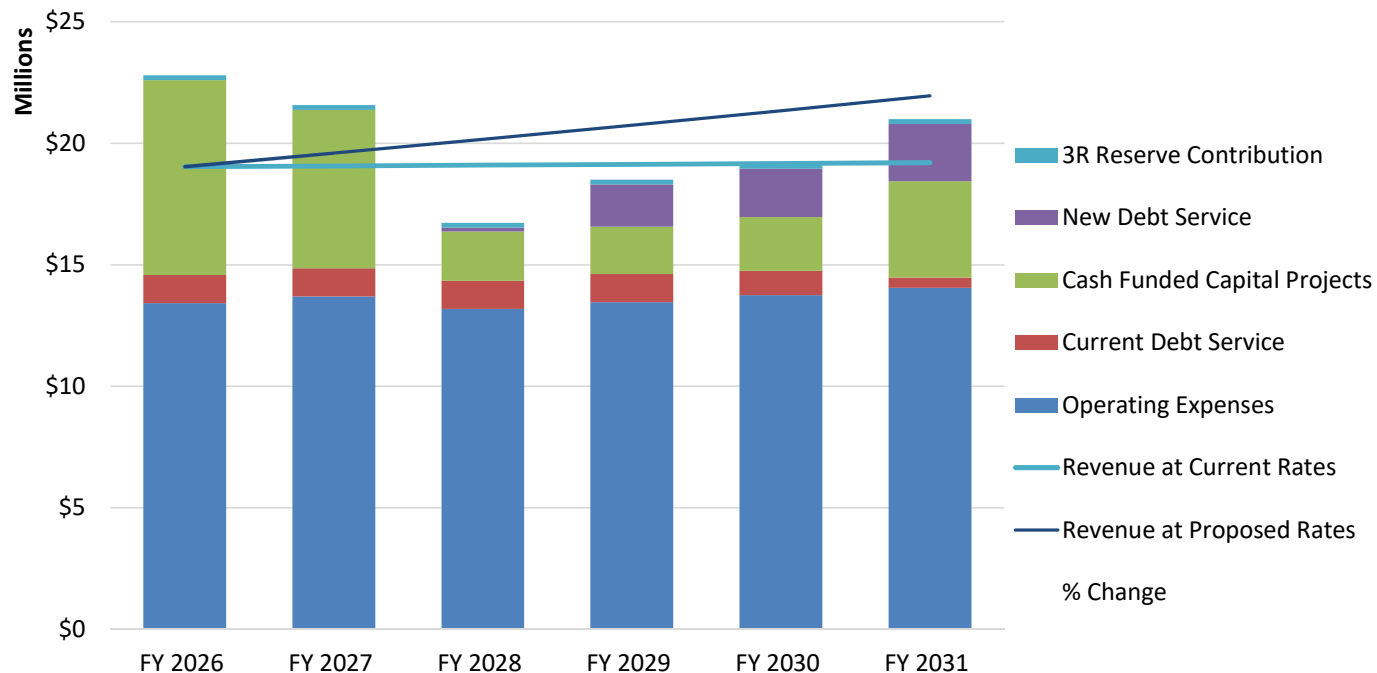
Factors Affecting Charges and Rates

- Operating and maintenance expense changes
 - chemicals expense was escalated by 3.0%
 - health insurance, retirement, and electricity were escalated by 5.0%
 - PILOT and admin overhead expenses were not escalated
 - all other expenses were escalated by 1.5% or 2.0% per year, depending on function
- Capital improvement plans
 - investment in the treatment, distribution, and collection systems
- Debt service
 - existing and future debt
- Customer changes
 - 0.5% increase per year based on historical trend
- Water usage and sewage generation changes
 - 0% usage increase per year based on historical trend
- Miscellaneous revenue changes
 - 1% increase per year
- Reserve targets
 - minimum operating fund balance of 180 days (50%) of operating expenses
 - 3R reserve balance contributions of \$100,000 per year for water and \$200,000 per year for wastewater

Revenue Requirement

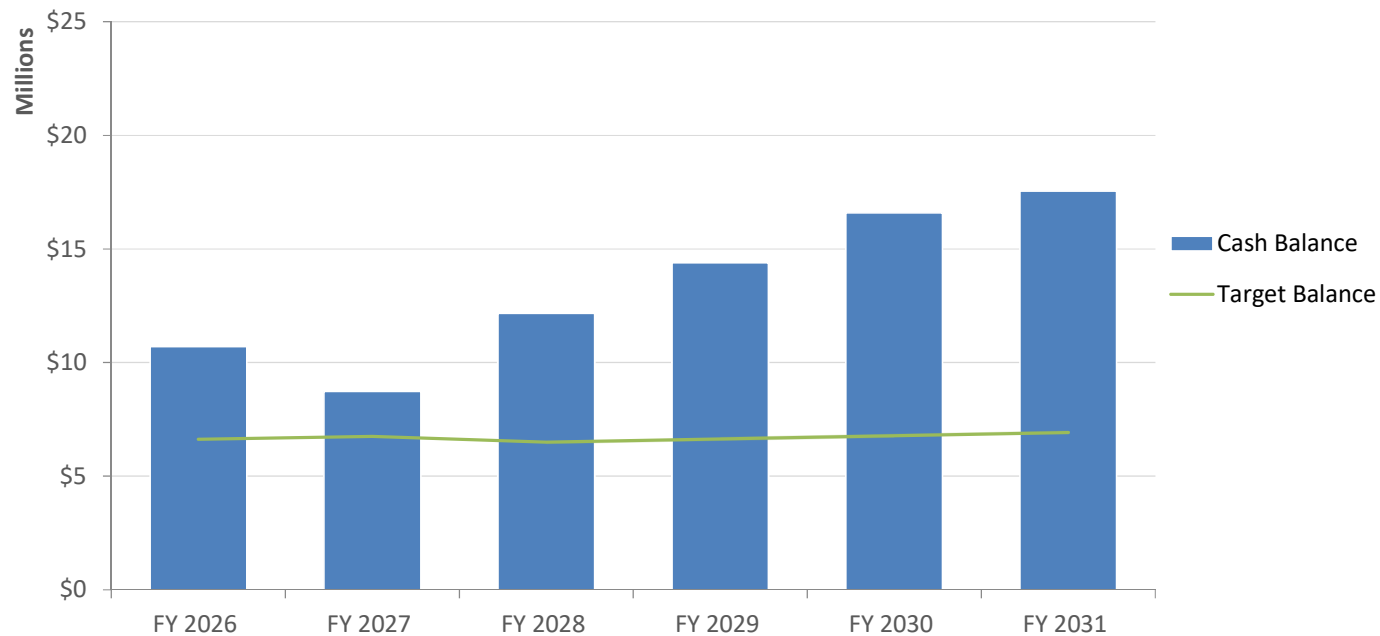


Revenue Requirements vs. Current and Proposed Revenue - Wastewater



Proposed Revenue reflects a 3% annual increase for the 5-year planning period

Operating Fund Balance – Wastewater



The green line represents target equal to operating fund balance of 180 days (50%) of operating expenses

Wastewater Rate Design Alternatives (changes in green)

- Current (Status Quo)
 - Fixed Fees (varies by meter size)
 - Monthly or Quarterly; Inside, Outside, or Joint
 - Usage Fees (per 1,000 gallons)
 - Inside, Outside, or Joint Unit Rate
 - Average Percent of Volumetric Revenue: Inside ~59%; Outside ~28%; Joint ~13%
 - All customers see similar bill percentage increases (~2-4% for FY 2027)
- Alternative 1 (Added Inside Joint)
 - Fixed Fees (varies by meter size)
 - Monthly or Quarterly; Inside, Outside, or Joint
 - Usage Fees (per 1,000 gallons)
 - Inside, Outside, **Inside Joint**, or Outside Joint Unit Rate
 - Average Percent of Volumetric Revenue: Inside ~59%; Outside ~28%; **Inside Joint ~0.5%; Outside Joint ~12.5%**
 - All customers see similar bill percentage increases (~1-3% for FY 2027)

Notes:

- Inside Joint customers: Wastewater flows from City collection system to County treatment plant
- Outside Joint customers: Wastewater flows from County collection system to City treatment plant

Projected Wastewater Fees (Alternative 1)

	Inside		Inside Joint		Outside		Outside Joint	
	FY 2026	FY 2027	FY 2026	FY 2027	FY 2026	FY 2027	FY 2026	FY 2027
Quarterly Fixed Fee*								
5/8	\$32.19	\$33.73	-	\$43.73	\$53.48	\$55.65	\$46.51	\$48.90
3/4	\$32.19	\$33.73	-	\$43.73	\$53.48	\$55.65	\$46.51	\$48.90
1	\$80.48	\$84.32	-	\$109.31	\$133.70	\$139.12	\$116.28	\$122.26
1 1/2	\$160.95	\$168.64	-	\$218.63	\$267.40	\$278.25	\$232.55	\$244.52
2	\$257.52	\$269.82	-	\$349.81	\$427.84	\$445.20	\$372.08	\$391.23
3	\$515.04	\$539.63	-	\$699.61	\$855.68	\$890.40	\$744.16	\$782.47
4	\$804.75	\$843.18	-	\$1,093.14	\$1,337.00	\$1,391.24	\$1,162.75	\$1,222.61
6	\$1,609.50	\$1,686.36	-	\$2,186.28	\$2,674.00	\$2,782.49	\$2,325.50	\$2,445.22
8	\$2,575.20	\$2,698.17	-	\$3,498.05	\$4,278.40	\$4,451.98	\$3,720.80	\$3,912.35
10	\$4,442.22	\$4,654.35	-	\$6,034.14	\$7,380.24	\$7,679.67	\$6,418.38	\$6,748.80
Usage Fees (per 1,000 gallons)								
All Usage	\$7.83	\$7.99	-	\$10.35	\$13.12	\$13.18	\$11.39	\$11.58

**monthly fixed fees are 1/3 of quarterly fees*

FY 2027 Bill Impact - Wastewater

	Usage (Gallons)	Meter Size	Bill		Increase (\$)
			7/1/25 Curr	7/1/26 Alt 1	7/1/26 Alt 1
Single Family (150 gpd)					
Quarterly Inside					
Wastewater Bill	13,500	5/8	\$137.90	\$142.38	\$4.49
Multi-Family/Commercial (5,000 gpd)					
Quarterly Inside					
Wastewater Bill	450,000	1 1/2	\$3,684.45	\$3,783.40	\$98.95
Large Commercial (25,000 gpd)					
Monthly Inside					
Wastewater Bill	750,000	4	\$6,140.75	\$6,270.62	\$129.87

Non-Discharging Water Uses (Non-Residential)

- **Definition/Context**

- Water consumed by a non-residential customer that does not enter the sanitary sewer system and therefore does not contribute to wastewater flows.
- Equitable billing relies on accurately measuring wastewater discharges.

- **Challenges**

- Large non-residential users often do not return all purchased water to the sewer system (e.g., irrigation, bottling, cooling).
- Standard billing based on water meter readings may overstate actual wastewater volumes.

- **Goal**

- Identify and assess alternative billing methods to improve equity and accuracy for these customers.

Non-Discharging Alternative Billing Methods

1. Submetering

- Deduct or process submeter tracks non-sewered water use
 - ✓ moderately accurate - directly measures non-discharging volumes without requiring full sewer metering
 - ✓ less expensive than full sewer flow measurement
 - ✗ errors can occur if plumbing is modified or readings are inconsistent

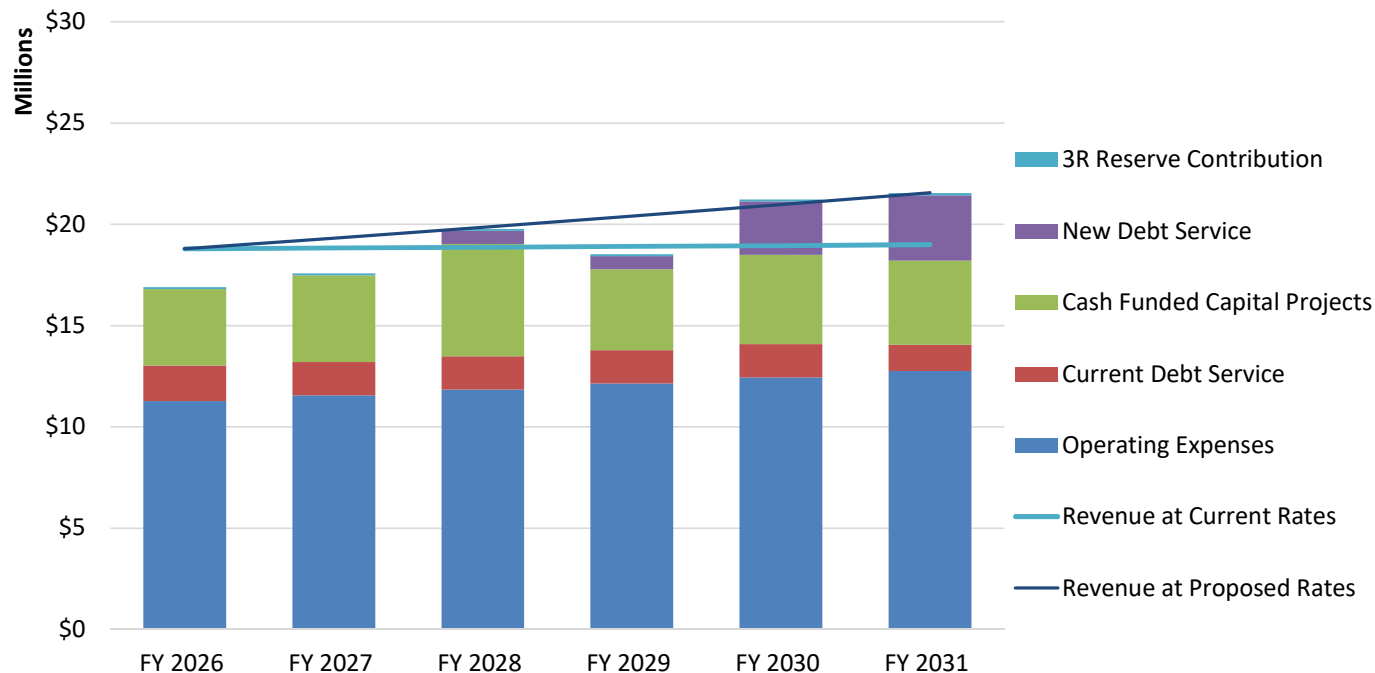
2. Sewer Flow Metering

- Directly measures wastewater volume to the sewer system
 - ✓ most accurate - directly measures true sewer discharge
 - ✓ aligns billing with actual system use
 - ✗ flow meters and calibration can be expensive

3. Special Non-Discharging Uses

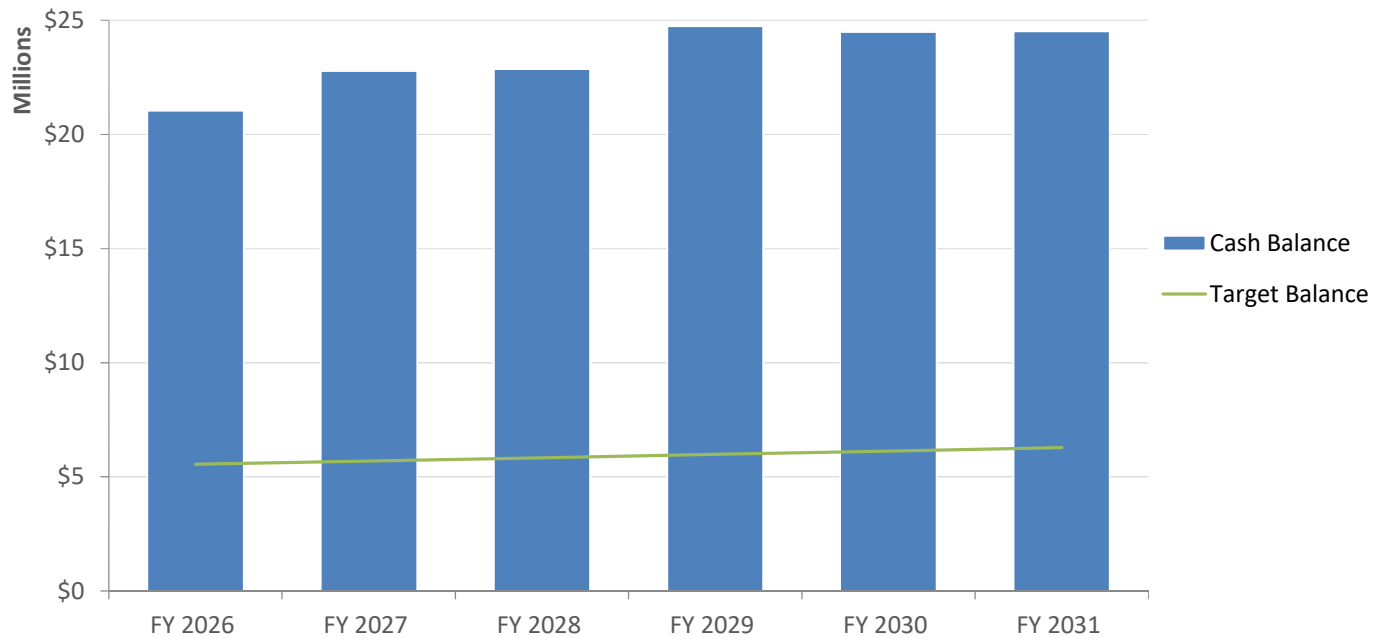
- Dedicated meters serve non-sewered water uses (e.g., irrigation meters)
 - ✓ easy to verify that water is not discharged
 - ✓ often utility-managed with standard billing rules
 - ✗ may require additional service connection

Revenue Requirements vs. Current and Proposed Revenue – Water



Proposed Revenue reflects a 3% annual increase for the 5-year planning period

Operating Fund Balance – Water



The green line represents target equal to operating fund balance of 180 days (50%) of operating expenses

Water Rate Design Alternatives (changes in green)

- Current (Status Quo)
 - Fixed Fees (varies by meter size)
 - Monthly or Quarterly; Inside, Outside, or Wholesale
 - Usage Fees (per 1,000 gallons)
 - Inside, Outside, or Wholesale; Two-Tier Residential (Inclining Block); Two-Tier Non-Residential (Declining Block)
 - Average Percent of Volumetric Revenue: Residential ~43%; Non-Residential ~51%; Wholesale ~6%
 - All customers see similar bill percentage increases (~2-4% for FY 2027)
- Alternative 1 (Unit Rate Non-Residential)
 - Fixed Fees (varies by meter size)
 - Monthly or Quarterly; Inside, Outside, or Wholesale
 - Usage Fees (per 1,000 gallons)
 - Inside, Outside, or Wholesale; Two-Tier Residential (Inclining Block); Unit Rate Non-Residential (No Blocks – averaged rate)
 - Average Percent of Volumetric Revenue: Residential ~43%; Non-Residential ~51%; Wholesale ~6%
 - Large Non-Residential and Wholesale customers will see larger water bill percentage increases due to averaged rate [Tier 1 rate decreasing and Tier 2 rate increasing]

Water Rate Design Alternatives (changes in green)

- Alternative 2 (Unit Rate Residential and Non-Residential)
 - Fixed Fees (varies by meter size)
 - Monthly or Quarterly; Inside, Outside, or Wholesale
 - Usage Fees (per 1,000 gallons)
 - Inside, Outside, or Wholesale; Unit Rate Residential (No Blocks – averaged rate); Unit Rate Non-Residential (No Blocks – averaged rate)
 - Average Percent of Volumetric Revenue: Residential ~43%; Non-Residential ~51%; Wholesale ~6%
 - Large Non-Residential and Wholesale customers will see larger water bill percentage increases due to averaged rate [Tier 1 rate decreasing and Tier 2 rate increasing])
 - Large Residential customers will see smaller water bill percentage increases due to averaged rate [Tier 1 rate increasing and Tier 2 rate decreasing])
- Alternative 3 (Unit Rate All Classes)
 - Fixed Fees (varies by meter size)
 - Monthly or Quarterly; Inside, Outside, or Wholesale
 - Usage Fees (per 1,000 gallons)
 - Inside, Outside, or Wholesale; Unit Rate Residential and Non-Residential (No Blocks and No Customer Classes – averaged rate)
 - Average Percent of Volumetric Revenue: Residential ~40%; Non-Residential ~53%; Wholesale ~7%
 - Large Non-Residential and Wholesale customers will see larger water bill percentage increases due to averaged rate [Tier 1 rate decreasing and Tier 2 rate increasing])
 - Large Residential customers will see smaller water bill percentage increases due to averaged rate [Tier 1 rate increasing and Tier 2 rate decreasing])

Projected Water Inside City Fees

	FY 2026	Curr FY 2027	Alt 1 FY 2027	Alt 2 FY 2027	Alt 3 FY 2027
Quarterly Fixed Fee*					
5/8	\$10.50	\$10.90	\$10.90	\$10.90	\$10.90
3/4	\$10.50	\$10.90	\$10.90	\$10.90	\$10.90
1	\$26.25	\$27.24	\$27.24	\$27.24	\$27.24
1 1/2	\$52.50	\$54.49	\$54.49	\$54.49	\$54.49
2	\$84.00	\$87.18	\$87.18	\$87.18	\$87.18
3	\$168.00	\$174.36	\$174.36	\$174.36	\$174.36
4	\$262.50	\$272.43	\$272.43	\$272.43	\$272.43
6	\$525.00	\$544.86	\$544.86	\$544.86	\$544.86
8	\$840.00	\$871.78	\$871.78	\$871.78	\$871.78
10	\$1,449.00	\$1,503.82	\$1,503.82	\$1,503.82	\$1,503.82
Quarterly Usage Fees (per 1,000 gallons)**					
Residential					
Level 1 (0 - 18,000 gallons)	\$2.43	\$2.52	\$2.52	\$2.69	\$2.47
Level 2 (Over 18,000 gallons)	\$4.64	\$4.78	\$4.78	\$2.69	\$2.47
Non-Residential					
Level 1 (0 - 100,000 gallons)	\$2.42	\$2.52	\$2.32	\$2.32	\$2.47
Level 2 (Over 100,000 gallons)	\$2.16	\$2.26	\$2.32	\$2.32	\$2.47

*monthly fixed fees are 1/3 of quarterly fees

**monthly usage levels are 1/3 of quarterly usage levels

Projected Water Outside City Fees

	FY 2026	Curr FY 2027	Alt 1 FY 2027	Alt 2 FY 2027	Alt 3 FY 2027
Quarterly Fixed Fee*					
5/8	\$30.55	\$31.60	\$31.60	\$31.60	\$31.60
3/4	\$30.55	\$31.60	\$31.60	\$31.60	\$31.60
1	\$76.38	\$79.01	\$79.01	\$79.01	\$79.01
1 1/2	\$152.75	\$158.01	\$158.01	\$158.01	\$158.01
2	\$244.40	\$252.82	\$252.82	\$252.82	\$252.82
3	\$488.80	\$505.63	\$505.63	\$505.63	\$505.63
4	\$763.75	\$790.05	\$790.05	\$790.05	\$790.05
6	\$1,527.50	\$1,580.10	\$1,580.10	\$1,580.10	\$1,580.10
8	\$2,444.00	\$2,528.16	\$2,528.16	\$2,528.16	\$2,528.16
10	\$4,215.90	\$4,361.08	\$4,361.08	\$4,361.08	\$4,361.08
Quarterly Usage Fees (per 1,000 gallons)**					
Residential					
Level 1 (0 - 18,000 gallons)	\$5.89	\$6.04	\$6.04	\$6.47	\$5.92
Level 2 (Over 18,000 gallons)	\$11.14	\$11.47	\$11.47	\$6.47	\$5.92
Non-Residential					
Level 1 (0 - 100,000 gallons)	\$5.86	\$6.04	\$5.57	\$5.57	\$5.92
Level 2 (Over 100,000 gallons)	\$5.33	\$5.43	\$5.57	\$5.57	\$5.92

*monthly fixed fees are 1/3 of quarterly fees

**monthly usage levels are 1/3 of quarterly usage levels

Projected Water Wholesale Fees

	FY 2026	Curr FY 2027	Alt 1 FY 2027	Alt 2 FY 2027	Alt 3 FY 2027
Monthly Fixed Fee					
4	\$213.85	\$221.21	\$221.21	\$221.21	\$221.21
6	\$427.70	\$442.43	\$442.43	\$442.43	\$442.43
8	\$684.32	\$707.89	\$707.89	\$707.89	\$707.89
Monthly Usage Fees (per 1,000 gallons)					
Level 1 (0 - 33,333 gallons)	\$4.92	\$5.07	\$4.68	\$4.68	\$4.97
Level 2 (Over 33,333 gallons)	\$4.48	\$4.56	\$4.68	\$4.68	\$4.97

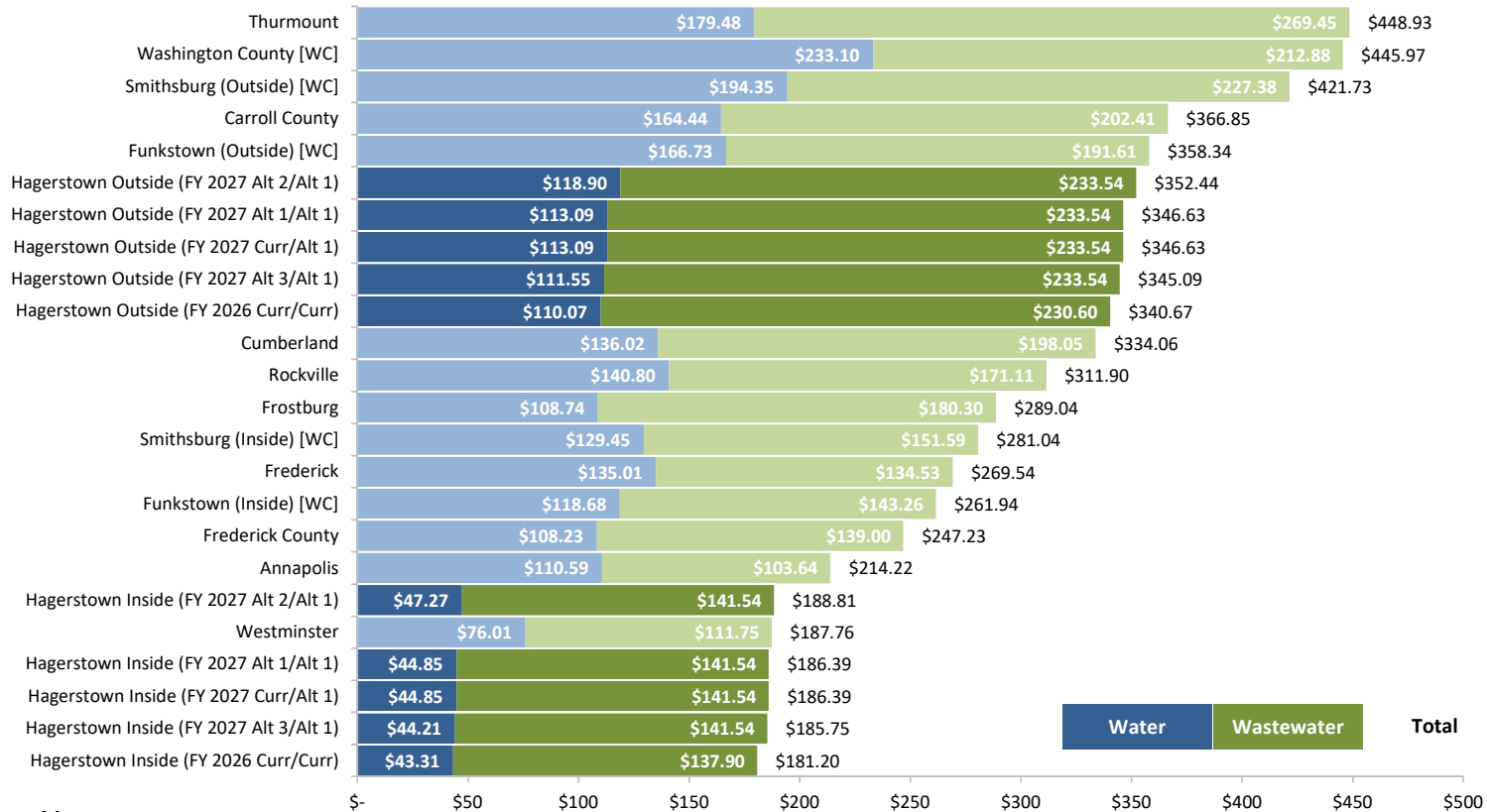
FY 2027 Bill Impact - Water

	Usage (Gallons)	Meter Size	Bill					FY 2027 Bill Increase (\$)			
			7/1/25 Curr	7/1/26 Curr	7/1/26 Alt 1	7/1/26 Alt 2	7/1/26 Alt 3	7/1/26 Curr	7/1/26 Alt 1	7/1/26 Alt 2	7/1/26 Alt 3
Single Family (150 gpd)											
Residential Quarterly Inside											
Water Bill	13,500	5/8	\$43.31	\$44.85	\$44.85	\$47.27	\$44.21	\$1.55	\$1.55	\$3.96	\$0.90
Multi-Family/Commercial (5,000 gpd)											
Non-Residential Quarterly Inside											
Water Bill	450,000	1 1/2	\$1,050.50	\$1,098.52	\$1,098.25	\$1,098.25	\$1,164.85	\$48.02	\$47.75	\$47.75	\$114.35
Large Commercial (25,000 gpd)											
Non-Residential Monthly Inside											
Water Bill	750,000	4	\$1,716.17	\$1,797.33	\$1,830.42	\$1,830.42	\$1,941.42	\$81.16	\$114.25	\$114.25	\$225.26
Wholesale (200,000 gpd)											
Wholesale Monthly											
Water Bill	6,000,000	4	\$27,108.52	\$27,595.04	\$28,277.63	\$28,277.63	\$30,067.88	\$486.52	\$1,169.12	\$1,169.12	\$2,959.36

FY 2027 Bill Impact – Combined Water and Wastewater

	Usage (Gallons)	Meter Size	Bill					FY 2027 Bill Increase (\$)			
			7/1/25 Curr/Curr	7/1/26 Curr/Alt 1	7/1/26 Alt 1/Alt 1	7/1/26 Alt 2/Alt 1	7/1/26 Alt 3/Alt 1	7/1/26 Curr/Alt 1	7/1/26 Alt 1/Alt 1	7/1/26 Alt 2/Alt 1	7/1/26 Alt 3/Alt 1
Single Family (150 gpd)											
Residential Quarterly Inside											
Water Bill	13,500	5/8	\$43.31	\$44.85	\$44.85	\$47.27	\$44.21	\$1.55	\$1.55	\$3.96	\$0.90
Wastewater Bill			\$137.90	\$142.38	\$141.54	\$141.54	\$141.54	\$4.49	\$3.64	\$3.64	\$3.64
Total Bill			\$181.20	\$187.23	\$186.39	\$188.81	\$185.75	\$6.03	\$5.19	\$7.61	\$4.55
Multi-Family/Commercial (5,000 gpd)											
Non-Residential Quarterly Inside											
Water Bill	450,000	1 1/2	\$1,050.50	\$1,098.52	\$1,098.25	\$1,098.25	\$1,164.85	\$48.02	\$47.75	\$47.75	\$114.35
Wastewater Bill			\$3,684.45	\$3,783.40	\$3,762.37	\$3,762.37	\$3,762.37	\$98.95	\$77.92	\$77.92	\$77.92
Total Bill			\$4,734.95	\$4,881.92	\$4,860.62	\$4,860.62	\$4,927.23	\$146.97	\$125.67	\$125.67	\$192.28
Large Commercial (25,000 gpd)											
Non-Residential Monthly Inside											
Water Bill	750,000	4	\$1,716.17	\$1,797.33	\$1,830.42	\$1,830.42	\$1,941.42	\$81.16	\$114.25	\$114.25	\$225.26
Wastewater Bill			\$6,140.75	\$6,305.67	\$6,270.62	\$6,270.62	\$6,270.62	\$164.92	\$129.87	\$129.87	\$129.87
Total Bill			\$7,856.92	\$8,102.99	\$8,101.04	\$8,101.04	\$8,212.04	\$246.08	\$244.12	\$244.12	\$355.13
Wholesale (200,000 gpd)											
Wholesale Monthly											
Water Bill	6,000,000	4	\$27,108.52	\$27,595.04	\$28,277.63	\$28,277.63	\$30,067.88	\$486.52	\$1,169.12	\$1,169.12	\$2,959.36

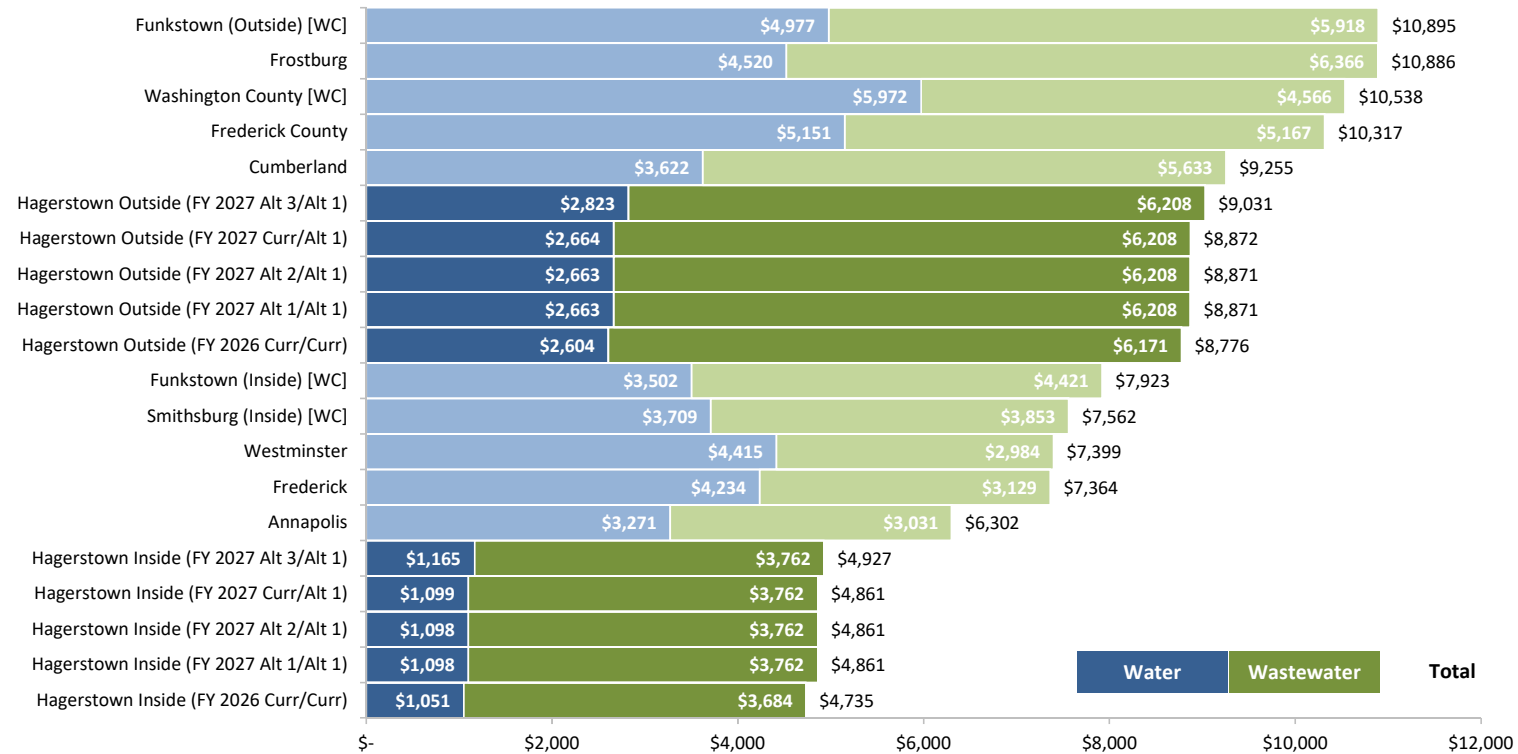
FY 2027 Combined Quarterly Bill Comparison (Residential)



Notes:

- Comparison is for smallest meter size and 13,500 gallons of usage
- [WC] = other Washington County municipalities

FY 2027 Combined Quarterly Bill Comparison (Non-Residential)



Notes:

- Comparison is for 1.5 inch meter size and 450,000 gallons of usage
- [WC] = other Washington County municipalities



QUESTIONS?

NEWGEN STRATEGIES AND SOLUTIONS
900 BESTGATE ROAD, SUITE 402
ANNAPOLIS, MD 21401

MIKE MAKER
PARTNER
(443) 951-0355
mmaker@newgenstrategies.net

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Review of Amendments for Speed Camera Fine Schedule: City Code 60-17 – *Chief Paul ‘Joey’ Kifer and Lt. Andrew Lewis*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_Speed_Camera_Update.pdf

Description

Memo - Speed Camera
Update



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

October 15, 2025

To: Scott Nicewarner
City Administrator

From: Paul Kifer *PK*
Chief of Police

Re: Speed camera update

HPD is requesting Mayor & Council approval to present an update on the automated speed enforcement, which includes law changes in Maryland.



A Nationally Accredited Law Enforcement Agency

*City of Hagerstown, MD
Thursday, October 16, 2025*

Chapter 60. Vehicles and Traffic

Article III. Traffic Control Devices

§ 60-17. Speed-monitoring systems in school zones.

[Added 1-31-2012 by Ord. No. O-11-26]

- A. The City of Hagerstown hereby adopts § 21-809 of the Transportation Article of the Annotated Code of Maryland, hereinafter "the Law," and incorporates the terms thereof into this section except as modified herein.
- B. That the City of Hagerstown Police Department is authorized to implement the use of speed-monitoring systems within school zones pursuant to the Law.
- C. That reasonable notice be provided by newspaper and on the City website of the enactment of this section as required by the Law.
- D. That pursuant to Subsection (b)(v) of the Law that for at least 30 days after the monitoring system is placed that a violation be enforced only by the issuance of a warning.
- E. That pursuant to Subsection (b)(vii) of the Law if unmanned stationary speed-monitoring systems are to be used that the appropriate notices and signs indicating their use be provided in accordance with the provisions of the Law and that their operation be limited to the period 6:00 a.m. to 8:00 p.m., Monday through Friday, as provided in the Law and that appropriate training of the operators and calibration of the system be provided as required in the Law.
- F. The City Council shall establish by separate ordinance school zones and maximum speed limits where not already established by the State Highway Administration pursuant to § 21-803.1 of the Transportation Article.
- G. The City Police shall be the operators of the speed monitoring system but may enter into an agreement with a contractor to supply and maintain the equipment.
- H. That Subsection (c)(2) of the Law is hereby amended to read as follows:

(c)(2) A civil penalty is established of \$40 per violation, subject, however, to a discount of \$5 if paid within seven days of the issuance of the citation or subject to an additional late fee of \$20 if paid more than 30 days after the issuance of the citation.
- I. The immobilizing and impounding provisions of § **60-9** of the Hagerstown City Code apply to a failure to pay citations under this section.

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 60-17 THEREOF, *AN ORDINANCE REVISING CIVIL PENALTIES FOR VIOLATIONS*, BY MAKING THE CITY SCHEDULE OF FINES CONSISTENT WITH STATE LAW, ADDING A SAVINGS CLAUSE AND MAKING OTHER AMENDMENTS CONSISTENT THEREWITH

RECITALS

WHEREAS, on or about December 20, 2011, the Mayor and Council *enacted* Chapter 60-17 to the City Code to authorize the placement of speed monitoring systems in school zones pursuant to §21-809 of the Transportation Article of the Annotated Code of Maryland;

WHEREAS, effective October 1, 2025, pursuant to §21-809(c)(2)(i) of said Article, a local authority may charge increased civil penalties for violations;

WHEREAS, the Mayor and Council desire to amend the aforesaid Chapter 60-17 to revise the schedule of civil penalties, as previously enacted, to be consistent with the schedule set forth in §21-809(c)(2)(i) of said Article; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to do so;

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

Section 1. The Code of the City of Hagerstown be and is hereby amended by deleting Chapter 60-17.H. *Speed Monitoring Systems in school zones*, and replacing it with the following:

H. That Subsection (c)(2)(i) is hereby amended to read as follows:

A civil penalty under this subsection is established as follows:

1. If the citation alleges that the driver of the motor vehicle exceeded the speed limit by between 12 and 15, inclusive, miles per hour, \$40;
2. If the citation alleges that the driver of the motor vehicle exceeded the speed limit by between 16 and 19, inclusive, miles per hour, \$70;
3. If the citation alleges that the driver of the motor vehicle exceeded the speed limit by between 20 and 29, inclusive, miles per hour, \$120;

4. If the citation alleges that the driver of the motor vehicle exceeded the speed limit by between 30 and 39, inclusive, miles per hour, \$230;
5. If the citation alleges that the driver of the motor vehicle exceeded the speed limit by 40 miles per hour or more, inclusive, miles per hour, \$425; and
6. All fines set forth in 1 – 5, above, are subject to a discount of \$5 if paid in full within seven (7) days of the issuance of the citation.

Section 2. The Code of the City of Hagerstown be and is hereby adding the following to Chapter 60-17:

60-17. J. Savings Clause. **Effect on penalty, forfeiture, or liability**

1. Except as otherwise expressly provided, the repeal, repeal and reenactment, or amendment of this Ordinance does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under the prior version of this Ordinance.
2. This repealed, repealed and reenacted, or amended Ordinance shall remain in effect for the purpose of sustaining any:
 - (a) pending civil action, suit, proceeding, matter or prosecution for the enforcement of a civil penalty, forfeiture, or liability; and/or
 - (b) judgment, decree, decision or order that imposes, inflicts, or declares the civil penalty, forfeiture, right, or liability.

Section 3. Effective Date. This Ordinance shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction: October 28, 2025
Date of Passage: November 4, 2025
Effective Date: December 5, 2025

PREPARED BY:
SALVATORE & MORTON, LLC,
CITY ATTORNEY

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Lodging Out of Doors Ordinance 60 Day Update – *Chief Paul "Joey" Kifer, Sgt. Edward Plummer, and Lt. Andrew Lewis*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

LODO_Data_10.17.25.pdf

Description

Memo: Lodging out of
Doors 30-day Update



DEPARTMENT OF POLICE
50 N Burhans Blvd

CITY OF HAGERSTOWN Maryland 21740

Non-Emergency 301-790-3700

Emergency 301-739-6000

Fax 301-733-5513

Prohibited Lodging Out-of-Doors (LODO) – Enforcement Summary

Reporting Period: August 8, 2024 – Present

Total Encounters: 43

Since implementation of the Prohibited Lodging Out-of-Doors Ordinance on August 8, officers have documented **43 total encounters** involving individuals sleeping, camping, or otherwise lodging in public spaces. Of these encounters, **20 were calls for service** and **23 were self-initiated contacts**.

Not all questions on the LODO data survey received responses during every encounter, resulting in slight discrepancies in total counts across some categories.

Encounter Composition

- **Individual contacts:** 35
- **Couples (identified relationships):** 2
- **Groups of friends:** 6
- **Contacts on public property:** 26
- **Contacts on private property:** 17

Service Engagement and Status

Of the 43 encounters, **37 individuals provided responses** to the question regarding services.

- **30 individuals (81%)** stated they had been **offered services**.
- **7 individuals (19%)** stated they **had not been offered services** (this question was added later in the survey period).
- **32 individuals (86%)** reported they are **not currently engaged** in public services.
- **11 individuals (14%)** stated they **are currently engaged** in services.

Housing and Employment

- **Homeless, no place to go:** 30
- **Homeless, had a place but could not go due to conflict:** 5
- **Chose to be outside:** 6
- **Unknown / no response:** 2



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50 N Burhans Blvd

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- **Unemployed: 41**

Residency

- **From Hagerstown: 25**
- **From other jurisdictions: 15**
(Including Baltimore, Frederick, Martinsburg, New York, Rockville, Washington D.C., and Pennsylvania)

Observed Barriers

Officers documented **28 instances** of observed barriers during these encounters. The most common included:

- **Mental health challenges**
- **CDS (controlled dangerous substance) use**
- **Refusal of available assistance**

Enforcement Actions and Outcomes

- **Moved along / informed of ordinance: 22**
- **Moved along / already aware of ordinance: 15**
- **Arrested for warrants: 2**
- **Arrested for other criminal charges: 3**
- **Arrests involving ordinance charge: 2**
(Both ordinance-related arrests involved the same officer and occurred in areas that were privately owned but commonly used by the public. In both cases, the subjects refused to leave the property after being advised. The charges were later dropped, and corrective guidance was provided to ensure proper application of the ordinance. Other valid criminal charges remained applicable in both incidents.)

Summary

Enforcement and outreach under the LODO ordinance continue to balance education, service connection, and accountability. Officers remain consistent in verifying awareness of available public resources and documenting observed barriers to service engagement. While enforcement has been minimal, the majority of interactions have resulted in individuals being moved along voluntarily—often with renewed awareness of available assistance.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Discuss the Re-Opening of Bethel Street Substation – *Mayor and City Council and Cathy Santiago Discussion*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Health Dept Discussion – Pros/Cons of Harm Reduction Program – *Mayor and City Council Discussion*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Discussion of Homeless Outreach and Youth Mentoring Teams – *Mayor and City Council Discussion*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Funding Support for the Washington County Historical Society – *Jill Thompson, Director of Planning and Economic Development*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

102125_WS_Memo_WCHS.pdf

Description

Memo - Washington County
Historical Society Support



TO: Scott Nicewarner, City Administrator

FROM: Jill Thompson, Director of Planning & Economic Development

DATE: October 17, 2025

RE: Request for Support – Washington County Historical Society

Staff will attend the October 21, 2025 Work Session of the Mayor and City Council to review a request from the Washington County Historical Society.

The Washington County Historical Society is seeking \$30,000 in support to conduct a feasibility study of the possible reuse of former Discovery Station building located at 101 W. Washington Street.

The Washington County Historical Society is exploring the use of the property possibly in partnership with other arts and cultural organizations. The total cost of the study is expected to be approximately \$50,000 and the Washington County Historical Society has identified \$20,000 to contribute.

Funding for the support could come from an Economic Redevelopment line item.

c: Michelle Hepburn
Doug Reaser



TO: Scott Nicewarner, City Administrator

FROM: Jill Thompson, Director of Planning & Economic Development

DATE: October 17, 2025

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Staff will attend the October 21, 2025 Work Session of the Mayor and City Council to review a request from the Washington County Historical Society.

The Washington County Historical Society is seeking \$30,000 in support to conduct a feasibility study of the possible reuse of former Discovery Station building located at 101 W. Washington Street.

The Washington County Historical Society is exploring the use of the property possibly in partnership with other arts and cultural organizations. The total cost of the study is expected to be approximately \$50,000 and the Washington County Historical Society has identified \$20,000 to contribute.

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Doug Reaser



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The Washington County Historical Society is exploring the use of the property possibly in partnership with other arts and cultural organizations. The total cost of the study is expected to be approximately \$50,000 and the Washington County Historical Society has identified \$20,000 to contribute.

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